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CURRENT TOPICS.

THE APPEAL LIST for the ensuing sittings contains 127 cases, as against 151 at the commencement of the last sittings, and 81 only a year ago. Of the appeals 113 are final and only 14 interlocutory.

THE LIST of the Queen's Bench Division shews a total of 660 matters, as against 783 at the commencement of the last sittings, and 588 a year ago.

THE IMPROVEMENT in the lists of the Chancery Division, to which we referred at the commencement of the Hilary Sittings, continues. There are in all 620 matters for trial or hearing, as against 446 a year ago.

MR. WILLIAM DUNDAS GARDINER has been appointed Judge of the Bath County Court (Circuit No. 52), in succession to Judge CAILLARD, resigned. Mr. GARDINER, who was called to the bar in 1859, has had a long experience at the equity bar.

THERE IS one more English solicitor knight in the person of Sir WILLIAM WEBB HAYWARD, of Rochester. As we recently remarked, Mr. HAYWARD was admitted in 1839, and fifty years ago was Mayor of Rochester, and has resumed that position this year.

UP TO the time of our going to press, nothing was known of the successor to Mr. Justice CHITTY; but the appointment cannot be much longer delayed. It is understood that Mr. Justice ROMER would prefer to remain in his present position, without chambers, but it seems hardly likely that this arrangement will be adopted. The profession will be disappointed if the benefit of this learned judge's ability and expedition is not obtained in chamber work.

THE KNIGHTHOOD conferred on Sir W. FINDLATER, the President of the Irish Incorporated Law Society, has naturally led to the question why a similar honour was not conferred on the President of our own Incorporated Law Society. We can hardly believe that the "diamond jubilee" will pass without such a recognition being bestowed on the head of one of the most important professions in the country.

No reader of this journal will need to be told of the satisfaction with which we regard Mr. Justice Chitty's elevation to the Court of Appeal. We have had constantly to refer to his unrivalled power of construing the most difficult legislative provisions, of disentangling the most complicated facts, and applying to every matter which came before him profound and accurate knowledge of law, combined with admirable commonsense. So well recognized, indeed, had his judicial attributes become, that we believe the Court of Appeal invariably felt the greatest difficulty in differing from him, and suitors had come to consider that an appeal from his decision was practically hopeless. It was quite time that a judge with qualities so specially fitting him for the Court of Appeal should be raised to a seat in that court, yet we think that every lawyer will feel some regret at the weakening of the Chancery Division Bench which must inevitably occur by his withdrawal. No successor, however able he may be, can succeed to the reputation for sound law enjoyed by Mr. Justice Chitty.

Lord Justice Lopes has made use of his position as chairman of the Wilts Quarter Sessions to urge some useful points in reference to the amendment of the criminal law. Under the Burglary Act, 1896 (59 & 60 Vict. c. 57), it is now possible for cases of burglary to be tried at quarter sessions, the direction to the committing magistrate, however, being to send the case to the assizes unless, owing to the absence of any circumstances which make it a grave or difficult one, he thinks it expedient to send it to sessions. The passing of this measure naturally suggests the extension of the same principle to other offences which are now triable at assizes only; and Lopes, L.J., instances forgery as a crime in which it is quite feasible to distinguish between grave cases, in which the present system should be followed, and simple matters which might very well be dealt with at sessions. Every move in this direction tends to lighten the work of the judges, and it also reserves the parade of the assizes—the impressiveness of which is sometimes used as an argument for their continuance in small county towns—for cases to which it is in some measure fitted. Lord Justice Lopes points also to some notable absurdities in the present criminal procedure. If a trifling article is appropriated by ordinary taking, the offence is theft, and a magistrate can deal with it summarily; but if the appropriation is effected by a false pretence, the magistrate's power is gone, and he must commit the accused for trial. More flagrant, however, is the absurdity of the present state of the law of criminal evidence. Whether an accused person is able to give evidence or not is a mere matter of the date of the statute under which he is tried. If it is a recent statute, it probably contains an express provision allowing him to give evidence. This is continually exemplified in cases under the Criminal Law Amendment Act, 1885. If it is an old statute the ordinary rule applies, and the mouth of the accused is closed. Clearly both systems cannot be right, and incongruity is a disgrace to our criminal jurisprudence. Possibly in the ensuing session the Legislature will at length find time to pass the measure which, with the almost unanimous approval of the judges, the profession, and the public, has for several years succeeded in passing the House of Lords.

We have on several occasions called attention to the objection of medical witnesses to swearing in the ordinary form by "kissing the book," and to the difficulties thrown in their way when they ask to be sworn in Scotch form under section 5 of the Oaths Act, 1888. A correspondence has lately been proceeding in the columns of the *Times*, and a demand has been advanced and supported by our contemporary for a change in the law of oaths. It has been urged with some force that we are behind the world in our method of swearing witnesses; that our form of oath is not a solemn form, and does not bind the person swearing by requiring him to utter any words of adjuration; that the mode in which it is usually administered robs it of all solemnity and impressiveness; and that, by requiring witnesses to kiss a Bible which is daily kissed by all sorts and conditions of people, we expose them to the risk of infection. We entirely agree with these contentions, and, as we have previously said, the simple words of the Scotch oath, "I swear by Almighty God that," &c., are in our opinion much more solemn and impressive than the ordinary English form. We are bound to say, however, that if a new form of oath is prescribed we should prefer the form in use in several foreign courts, which require the words of the oath to be put to the witness by the person administering it, and direct that the witness shall hold up his hand and repeat in the first person the words of adjuration only. One of the primary necessities of administering an oath in a court of law is expedition, and so far as this requirement is consistent with solemnity, it ought to be carefully borne in mind. To require a witness or juror to repeat every word of the oath is calculated to cause delay. In the courts of France, Belgium, and Spain the oath is put to the witness by the judge and the witness answers with uplifted hand "I swear it." This method meets the necessity of expedition while at the same time it binds the witness by his act and word. We believe that there is a general feeling that some change in our method of swearing witnesses is urgently required. The repugnance to "kissing the book" is by no means confined to medical men. Quite recently a lady was sworn in the Whitechapel County Court, and on being told to "kiss the book" she kissed her thumb. The official told her she must kiss the book; but the judge, interposing, asked her why she objected to kiss the book. She answered that after having watched the book and its use all day, she was afraid to kiss it. The judge thereupon swore her in Scotch form. We cannot imagine a more striking condemnation of our ordinary method of swearing than that contained in this incident.

While we are on the subject of oaths, it may be of interest to point out a somewhat curious feature in our system of administering the oath. The words used in every oath are either "So help me God," or "So help you God," and the ceremony is kissing the Bible. When a Minister of the Crown, or a judge or other official required to take an oath of office, is sworn, he is required to say the words of the oath in the first person: "I, ——, do swear that I will well and truly serve her Majesty Queen Victoria in the office of ——, so help me God." The judicial oath is similar, though somewhat more elaborate. When a witness is sworn in court he is exempted from uttering any words which commit him to the terms of the oath. The official says: "You do swear that you will speak the truth, the whole truth, and nothing but the truth. So help you God." The witness merely kisses (or pretends to kiss) the book. The act of kissing the book binds the witness in the eyes of the law, but so far as his conscience is concerned, he is left to put his own construction upon the act of kissing the book. It would be interesting to know why the promissory oath is in the first person and the witness' oath is in the third person. If it was thought that the oath of a minister or a judge was more important than the oath of a witness, we take leave to differ from the conclusion entirely. There is far greater need, in our opinion, to take every precaution to bind the conscience of a witness than to bind the conscience of a Cabinet Minister or a judge.

The high regard which the law pays to trial by jury has been in times past combined with singular harshness towards the individuals of whom juries are composed, and this is still exemplified by the rule which in trials for felony requires the seclusion of the jury till the trial is over. The rule seems to have been originally the same with regard to all cases of trial by jury (Co. Litt. 227*b*), and in the event of a jury not agreeing while the judge remained in their county, it was said to be the duty of the sheriff to send them along in carts to the next county on the circuit, and the verdict given, after they had been thus jolted into agreement, might be taken and recorded in the foreign county (2 Hale, 297). But in civil trials, and in trials for misdemeanours, the rule has long been relaxed (*R.* v. *Kinnear*, 2 B. & Ald. 462), while in trials for felony the judge has a discretion to discharge the jury if they do not agree upon their verdict within a reasonable time, and the prisoner can be put on his trial before a second jury (*Winsor* v. *Reg.*, L. R. 1

Q. B. 289). In the last-mentioned case BLACKBURN, J., observed that few things were more painful to a judge than to decide questions which involve the exercise of a discretion, and it is not surprising, therefore, that WILLS, J., in a recent letter to the *Times*, should have taken exception to Sir H. POLAND'S proposal to give the judges a discretion with respect to the release of the jury in the course of a trial for felony. Mr. Justice WILLS does not fear a change of the law in the direction of allowing juries in cases of felony the same kind of freedom as in other cases. He has sufficient faith in the general good sense and integrity of juries, especially in very serious cases, to make him believe that no hurtful result would follow. But he objects strongly to the change being made in any way dependent upon the discretion of the judge. Sir H. POLAND'S suggestion, however, simply places trials for felony and for misdemeanour on the same basis. In the latter it is left to the discretion of the judge to say whether the jury are to be permitted to separate or not (*per* BEST, J., in *R.* v. *Kinnear*, *supra*), and if it has become the universal practice to allow the jury to separate, this is because the judges see no reason to apprehend any harm, and hence they do not exercise their discretion to prevent the separation. The extension of the same discretion to cases of felony might very probably, as WILLS, J., points out, practically amount to a repeal of the present system. In other words, the judges would in ordinary cases always allow the jury to separate when the length of the trial made such a course convenient. But this is no reason for giving up the power of secluding the jury under special circumstances.

THE DECISION of the Court of Appeal in *Western* v. *Bailey* (45 W. R. 115) that the lord of a manor, entitled to the best beast of a deceased copyhold tenant by heriot custom, may seize it either within or without the manor does no more than adopt the rule laid down in the authorities. Of the various kinds of heriots—heriot service, heriot custom, and suit heriot—the right of seizure applies only to the two former. Heriot service arises upon a reservation by the lord on an ancient grant, and since it is in the nature of rent, the proper remedy for the lord is by distress, but he has also been allowed the remedy by seizure (*Woodland* v. *Mantel*, Plow. 94; 2 Watkins on Copyholds, 4th ed., p. 125). Suit heriot arises under a reservation by deed in a modern grant, and is more strictly treated, the lord, in the event of the heriot not being rendered, being confined to his remedy by distress or by action (*Edwards* v. *Moseley*, Willes 192). Heriot custom, which is due solely by the custom of the manor, has nothing to do with rent, and the lord cannot distrain for it. In *Western* v. *Bailey* a question arose, whether the heriot claimed was due by heriot service or by heriot custom, and it was objected that heriot service could not be due in respect of copyholds. By WILLS, J., it was held that the objection was unfounded (1896, 2 Q. B. 234), and that the heriot was, under the circumstances, due by heriot service. But according to the judgment of RIGBY, L.J., it seems that the presumption of a grant subject to reservation of the heriot, which is necessary for heriot service, cannot be made in the case of a copyhold tenement. The relations of the lord and the tenant depend solely on the customs of the manor, and if a heriot is due at all it must be due by custom. The point, however, was not material to the decision, for whether the heriot was due by service or by custom, in either case the lord was entitled to seize it, and the right of seizure is not confined to beasts within the manor. The lord may seize a heriot due by service or by custom anywhere, though where distress is permissible he cannot distrain outside the manor (*Austin* v. *Bennet*, 1 Salk. 356; *Parker* v. *Gage*, 1 Show. 81). Clearly it behoves the owner of valuable beasts to consider carefully the terms of the tenure of any copyholds he may happen to have, and to elect in time between his beasts and his copyholds.

LAST WEEK an application was made to one of the metropolitan police magistrates with the object of obtaining relief against the intolerable annoyance caused by the crowing of a noisy cock. Such applications are very common, but the complainant seldom gets any substantial satisfaction, and usually leaves the court under a deep sense of injury and of dissatisfaction with a law which gives him no convenient redress when his night's rest is broken by noisy animals. The Public Health (London) Act, 1891, provides that "any animal kept in such place or manner as to be a nuisance or injurious or dangerous to health" is a nuisance which is liable to be dealt with summarily by the simple and convenient procedure provided by the Act. The Public Health Act, 1875, contains somewhat similar provisions with respect to England outside the metropolitan area. These two Acts, however, have no application to a nuisance caused by noise, but only to cases where animals are kept in such a state of dirt, or in such close proximity to dwelling-houses, as to be injurious to health from a sanitary point of view. No one can, however, fail to admit that a barking dog or a crowing cock, kept in a town close to houses, is a most unbearable nuisance to many persons, not only to those in bad health, but also to those who are merely light sleepers. The noise caused by such animals is certainly in the case of these persons "injurious or dangerous to health," and such persons are by no means few. It does seem rather hard that persons who suffer from this cause should have no simple remedy, but are obliged either to put up with the nuisance as best they can or to embark upon proceedings for an injunction, which may prove to be most costly. It is submitted that there is a real need for a change in the law on this subject, and that in towns courts of summary jurisdiction ought to be given powers to make orders for the abatement of nuisances caused by the noise of animals similar to the powers they already possess when animals are kept in an unsanitary condition.

WE DOUBT very much whether the old-fashioned, hard-headed, common lawyers would have quite approved of a new and remarkable development of the law of contract, which we may call acceptance by estoppel. A. makes a proposal in writing to B. B. is quite willing to accept it, and writes "accepted" across it, but never informs A. of the acceptance. B. then deals with C., a third party, on the faith of a binding contract, and it is held that A. is bound. Why? It is quite right that B. should be liable, because no doubt he represents that the contract with A. is complete. C. would have an action against B. for misrepresentation. But what has A. done to be estopped? He has made an offer which has never been accepted. Is that giving B. an ostensible authority to deal with third parties? The Court of Appeal have practically so held in *Re Bentley & Co. and The Yorkshire Breweries (Limited)*, *Ex parte Harrison* (69 L. T. 204). That is now the law, and NORTH, J., of course, followed it in *Re Consort Deep Level Gold Mines (Limited)* (December 21). In both the above cases the offer directly contemplated the dealing with C., but surely only if and when the offer was properly accepted. The case cannot stop here. In future an offerer will be bound either when his offer if duly accepted, or when the offeree tells a third party that it has been duly accepted, and that third party acts on such statement. There is too much tendency nowadays to talk about underwriting agreements as if they were not agreements at all, and cases appear under the head of "Company—Underwriting Agreement," &c., just as if these documents and their makers were something superior to the law of contract. Insidious inroads on the common law are in this way allowed to pass unnoticed.

THERE WAS an unusually excellent print in last week's *Graphic* of the well-known "Portrait of a Lawyer," by MORONI, in the National Gallery. We have seldom seen the delicate gradations of light and shade more perfectly rendered in a process reproduction; and the picture, both from its subject and execution, is well worth framing for lawyers' offices or chambers.

The *St. James's Gazette* says that at the meeting of the Essex County Council, a sub-committee of the Parliamentary Committee will recommended the appointment of Mr. C. Edgar Lewis as coroner until the 15th of July next, and that he then resign, his district to be divided into two, with a coroner for each, at an inclusive salary of £250 a year.

THE LAND TRANSFER QUESTION.

Of course we know nothing as yet of the intention of the Lord Chancellor with regard to the re-introduction of the Bill to establish compulsory registration of title. It does not seem likely, however, that the great expense of collecting and printing the details of a foreign system of land transfer would have been incurred unless it was intended to attempt to force the German-made article on the landowners of a country having wholly different institutions and ideas from those of Mr. Brickdale's model State. No doubt it will be strange if a Lord Chancellor whose most cherished beliefs are utterly repugnant to every form of socialism should commit himself to an attempt to confiscate the profits of a class of professional men, who, as he has himself admitted (on the third reading of the Land Transfer Bill in the House of Lords in 1889) "did their duty with great care and success," on the ground (as Lord Herschell and Mr. Brickdale contend) that such profits should be appropriated for the benefit of the landowners or the public, but as we contend for the benefit of a huge Government office. It will be not less strange that a man, like Lord Halsbury, of scrupulous honour, should attempt such confiscation in face of a pledge given by him, on behalf of himself and his colleagues at the Mansion House banquet in 1886, with regard to Land Transfer legislation, in the following terms: "I do not believe—and I wish to state my belief expressly upon the point—that any legislation which has for its object to deprive a man of any right, without giving him compensation for what is taken from him, is either desirable or likely to promote the harmony and the welfare of this great Empire. *In our future legislation we must proceed upon the lines of respecting the rights of all.*" Still such strange things have happened before, and may happen next session. The Land Registry resembles the celebrated Crispinus, and no doubt the strongest pressure will be brought to bear on Lord Halsbury to make a fresh attempt to destroy those wicked solicitors who, according to Mr. Brickdale, charge so much more than their colleagues in model Germany.

We think it is time to enquire whether any preparations are being made for the probable reappearance in the ensuing session of a Bill for establishing compulsory registration of title. We are well aware that both the members of the Council of the Incorporated Law Society and the profession are divided in opinion as to the advantages of Mr. Wolstenholme's Bill. Many of them think that it goes too far in the direction of officialism. But we rather think that this controversy may be practically dismissed from consideration. Lord Halsbury, no doubt, said at Leeds a year ago, that the Bill contained many valuable suggestions, and that he was desirous of working in harmony with every branch of the profession in the settlement of the Land Transfer question. But, so far as our own means of information go (we know nothing of intimations which may have been conveyed to the Council of the Incorporated Law Society), we expect it will prove that Mr. Wolstenholme's proposals have been rejected, and that, if there is any attempt at legislation on the subject this session, we shall have a Bill "made in Germany" introduced, and attempted to be rushed through Parliament in the most approved German autocratic manner.

If this should prove to be the case, there will, at all events, be an end to division of opinion in the profession. We affirm unhesitatingly that the whole Council of the Incorporated Law Society and the whole profession are more strenuously opposed than ever to a system of compulsory registration of title, and, notwithstanding the strength of the position of the Government, they will fight to the last against the establishment of a system which they believe will be injurious to landowners and will work the grossest injustice to themselves. What we want to urge is that there should be no delay in deciding on the course to be pursued in case a compulsion Bill is introduced. And we should like to ask whether such a Bill should be allowed to slip through the House of Lords unopposed, as it will inevitably do if preparations and arrangements are not made before it is introduced? Why should not peers, as well as members of the House of Commons, be furnished with a statement of the reasons against the Bill, and personally urged to support such objections? The arguments so well set forth in Mr. Lake's recent letter to the *Times* (*ante*, p. 100) with others added, could hardly fail to impress even the most ardent supporter of the Government in the House of Lords. Again, why should not the opposition to the Bill be conducted on wider lines than those before observed; that is to say, fought in both Houses, and with the help not merely of solicitors but of the bar, the bankers, and the chambers of commerce?

We shall be glad if our anticipations prove to be incorrect; but unless the Council of the Incorporated Law Society have reason to know, either that no legislation on land transfer is intended, or that it will be on the lines of Mr. Wolstenholme's Bill, the profession will look to them to be ready to act at once when the occasion arises, and to have every plan of action prepared beforehand.

EXECUTORS *DE SON TORT*.

I.

In the administration of the estates of deceased persons the law recognises a *de facto* as well as a *de jure* administration, and a person who intermeddles with the estate of the deceased without lawful authority is treated for many purposes as being in the position of personal representative; in particular he incurs all the liabilities of an executor, and acts done by him in the course of the administration are allowed to be valid. In the early books an executor *de son tort*—for by this name such an intermeddler is known—was defined as one "that takes upon him the office of executor by intrusion, not being so constituted by the deceased, nor, for want of such constitution, substituted by the court to administer" (Godolph. 90, Wentworth 320). In other words, as just intimated, he is one who acts in the administration of the estate of a deceased person without being properly constituted his personal representative. In general, moreover, an intermeddler will not be treated as a tortious executor if there is at the time of his intermeddling any person who has completed his title as executor by proving the will, or who has been appointed administrator. The leading principles of the law relating to executors *de son tort* have been settled for the last three hundred years. They are to be found shortly stated in Swinburne on Wills, first published in 1590 (7th ed., p. 868), and more fully in Wentworth on the Office of Executor, 1641 (14th ed., p. 320), and in Godolphin's Orphan's Legacy, 1674 (3rd ed., p. 90); and they are collected in Williams on Executors (9th ed., p. 298). In attempting a fresh consideration of the subject it will be convenient to take it under the following heads:—(1) How a man constitutes himself executor *de son tort*; (2) The effect upon a tortious executorship of the constitution of a rightful representative; (3) The liability of an executor *de son tort*; and (4) The validity of acts done by an executor *de son tort*.

1. *How a man constitutes himself executor* de son tort.—The fundamental notion of a tortious executorship has been already explained. It is an administration of the estate of a deceased person carried on without lawful authority and, as a general rule, in the absence of a person having such authority. The expression "executor *de son tort*" seems also to have been formerly applied to a rightful executor who acted wrongfully in the administration (Wentworth 332, Godolph. 91), but this use is obsolete. The most obvious act of administration is the intermeddling with the goods of the deceased, and it is well settled that this is one way in which a man may incur the liabilities of an executor *de son tort*. In *Read's case* (5 Rep. 33 *b*.), it was resolved that, when no one takes upon him to be executor or any hath taken out letters of administration, the using of the goods of the deceased by anyone, or the taking of them into his possession, is a good administration to charge him as executor of his own wrong; and it was assigned as a reason that those to whom the deceased was indebted have not in such case any other against whom they can have an action for recovery of their debts. In all cases where it is alleged that a man has constituted himself executor *de son tort* the acts charged against him must be established by the verdict of the jury, though it is for the court to determine whether the acts so found are sufficient to constitute an administration (*Padget* v. *Priest*, 2 T. R. 97).

In performing this function the courts have laid down the rule that slight circumstances are sufficient to make a man

executor *de son tort*, and the decisions in some of the older cases seem to verge on the ridiculous. A man has been fixed with the liabilities of an executor for taking a Bible or a bedstead of small value (*Robbins' case*, Noy 69), and it has been said that the widow who takes more of her apparel than is fitting to her degree becomes executrix *de son tort* (*Stokes* v. *Porter*, Dyer 166 b). There do not seem to be any modern cases of this kind, but the rule was referred to without disapprobation in 1787 in *Padget* v. *Priest* (*supra*). "It is clear," said BULLER, J., "from all the cases that the slightest circumstance will make a man an executor *de son tort*. It is said in Dyer 166 b that if a man even milk the cows or take a dog of the intestate, that will constitute him an executor *de son tort*." And again in *Edwards* v. *Harben* (2 T. R. 597): "Every intermeddling after the death of a party makes the person so intermeddling an executor *de son tort*." Swinburne (p. 874) imposes the qualification that the goods must be applied in the administration of the estate, as in payment of debts and legacies, and that the mere taking of goods by a stranger to his own use is not an administering as executor. But the distinction has not been accepted. It seems clear that any intermeddling with the goods of the deceased makes the intermeddler an executor *de son tort*, and though the courts might not now be inclined to carry the doctrine to the lengths of the old cases, yet for practical purposes Godolphin's advice (p. 94) still holds good: "Whosoever feareth to be adjudged executor in his own wrong, his safest course is not to meddle at all, but utterly to abstain from all manner of use of the deceased's goods; and especially let him take heed that he do not sell any of the deceased's goods, or receive any of his debts, or kill any of his cattle."

There is an exception, however, where the acts done in relation to the goods of the deceased are acts of charity or humanity, or are intended simply for the preservation of the goods, as if a man feeds the deceased's cattle, or makes an inventory of his goods, or takes charge of them to prevent their being stolen (Swinburne 873, Godolph. 93). And a man may escape being treated as an executor *de son tort* if he can shew that he took the goods by mistake or under a colourable claim of title (Godolph. 93, *Femings* v. *Jarrat*, 1 Esp. N. P. 335). So, too, it is said that "if a man lodge in my house and die there, leaving goods therein behind him, I may keep them until I can be lawfully discharged of them, without making myself chargeable as executor in my own wrong" (Godolph. 93).

The dealing with the goods of the deceased by a stranger is only one circumstance from which the court will infer a *de facto* administration such as to charge the stranger as executor *de son tort*. The administration can be proved by any suitable acts, the general principle being that "whatever is done by a stranger that is proper only to the office of executor shall charge him as executor in his own wrong" (Godolph. 91). A man consequently becomes executor *de son tort* if he demands or gets in the debts due to the estate of the deceased, or pays debts due from him, or sues or defends as executor in proceedings relating to the estate (Godolph. 91). In *Padget* v. *Priest* (2 T. R. 97) goods which the owner had directed to be sold were not sold till after his decease, and the proceeds were then received by the persons charged with the sale. It was held that this receipt constituted them executors *de son tort*. It is permissible, however, to call in a sufficient sum from moneys owing to the deceased to provide him with suitable burial. If there is no executor, the giving of directions for the funeral is only an act of charity and will not make a man executor (*Harrison* v. *Rowley*, 4 Ves. p. 216), and in *Camden* v. *Fletcher* (4 M. & W. p. 381) PARKE, B., said that "the undertaking to order the funeral of a deceased person, and appropriating a reasonable sum to that purpose does not make the party an executor *de son tort*." Hence in the latter case it was held that the defendant was justified in collecting a reasonable sum for this purpose out of money due to the deceased.

With respect to the payment of the debts of the deceased by a stranger, a distinction has been taken between payment by the stranger out of his own money and payment out of the deceased's money (Godolph. 91, Wentworth 326). The payment of the debts of a deceased friend with one's own money, it is said, is an act of charity, and does not make the payer an executor. It may be noticed, however, that if the payer uses for this purpose the money of the deceased he must have already constituted himself an executor by getting hold of the money, and hence the payment of debts seems to have no practical value as a sign of administration.

It follows from the above that a man constitutes himself executor *de son tort* if he carries on the business of the deceased. In *Hooper* v. *Summersett* (Wightw. 16), a testatrix, who had kept a public-house, appointed her daughter, the wife of the defendant, executrix. After her death the defendant and his wife lived in the house and carried on the business pending the proof of the will. The testatrix died in February, 1809, and the will was proved by the daughter in the following June. In the meantime, however, the action had been brought against the defendant to charge him, as executor, with the price of goods sold to the deceased, and the Court of Exchequer held that there had been sufficient intermeddling to make him liable. In *Serle* v. *Waterworth* (4 M. & W. 9), on the other hand, where the widow of a hairdresser continued after his death to reside in the house, and took an inventory of his goods and gave a promissory note for a debt due from him, but there was no evidence that she had sold any articles or carried on the business, it was held that she was not executrix *de son tort*.

There is, perhaps, no substantial hardship in treating one who receives property of the testator on his own account on the footing of an executor. As we shall subsequently see, he is only liable to the extent of the assets he has actually received, and, as a general rule, he can discharge himself either by handing them over to the rightful personal representative when constituted, or by shewing that he has applied them in payment of the testator's debts. But one who acts merely as the agent of an executor *de son tort* is in a harder case. He himself incurs the liabilities of the office, and yet, after he has handed over the assets to his principal, he ceases to have any control over them. In *Sharland* v. *Mildon* (5 Hare, 469) the widow of a deceased person began to collect his assets, intending to take out administration, but not having yet done so. She employed the defendant HEWISH to get in some debts, and he received these and handed over the proceeds to her. The widow died without having become administratrix. It was held that she had undoubtedly rendered herself liable as executrix *de son tort*, and HEWISH, though he had acted only as her agent, was in the same position. He had had assets of the deceased in his hands, and he had not discharged himself by delivering them to the legal personal representative.

In the above case the relationship of principal and agent between the widow and HEWISH marked the former out as executrix, although the assets did not in the first instance come to her hands, but in the absence of this relation the liability as executor stops at the first taker of the assets. If another man, says Godolphin (p. 91), "doth take the deceased's goods and sell or give them to me, this shall charge him as executor of his own wrong, but not me." In *Paull* v. *Simpson* (9 Q. B. 365) the widow of a lessee occupied the demised premises, thereby making herself executrix *de son tort*. Subsequently she handed the lease to another party, who occupied the premises with the landlord's assent for the rest of the term. It was held, on the authority of this passage from Godolphin, that, though the lease vested in the widow as executrix *de son tort*, yet the subsequent holder was not executor *de son tort*, and in the absence of express assignment the lease had not vested in him by operation of law so as to render him liable on the covenants. The executorship stopped at the widow. But where the person who takes assets of the deceased from an executrix *de son tort* does so collusively, knowing their real character, it is possible that he may be charged as a primary dealer with the property (*Paul* v. *Simpson*, *supra*), or at any rate the assets might be followed as trust moneys in a court of equity (*Hill* v. *Curtis*, L. R. 1 Eq. p. 97). If, however, the first taker dies, and then another person enters into possession of the chattels, there is now an independent possession which makes such second person executor *de son tort* in his turn (*Williams* v. *Heales*, L. R. 9 C. P. 177).

His Honour Judge Camille Felix Desiré Caillard has resigned, owing to ill-health, the Judgeship of County Courts of Bath and District (circuit 52), which he has held since April, 1859. The resignation is to take effect from the 7th inst.

REVIEWS.

BOOKS RECEIVED.

The Magistrates' Annual Practice, 1897; being a Compendium of the Law and Practice relating to Matters occupying the attention of Courts of Summary Jurisdiction, with an Appendix of Statutes and Rules, List of Punishments, Diary for Magistrates, &c. By CHARLES MILNER ATKINSON, M.A., LL.M. (Cantab), Stipendiary Magistrate for the City of Leeds. Stevens & Sons (Limited); Sweet & Maxwell (Limited). (Price 18s.)

Penalties on Summary Convictions. Reprinted from the Magistrates' Annual Practice, 1897. Stevens & Sons (Limited); Sweet & Maxwell (Limited). (Price 1s.)

The Annual County Courts Practice, 1897; founded on Pollock & Nicol's and Heywood's Practices of the County Courts. Two Volumes. Edited by WILLIAM CECIL SMYLY, Q.C., LL.B. (Cantab), Judge of County Courts. Sweet & Maxwell (Limited); Stevens & Sons (Limited). (Price 25s.)

The Law of Stamp Duties on Deeds and other Instruments. Containing The Stamp Act, 1891; The Stamp Duties Management Act, 1891, and Acts amending the same; A Summary of Case Law; Notes of Practice and Administration; Table of Exemptions; The Old and New Death Duties; and the Excise Licence Duties. By E. N. ALPE, Barrister-at-Law, of the Solicitors' Department, Inland Revenue. Fifth Edition. Jordan & Sons (Limited). (Price 6s. net.)

International Law. A Simple Statement of its Principles. By HERBERT WOLCOTT BOWEN. G. P. Putnam's Sons. (Price 5s.)

The Law Quarterly Review, January, 1897. Edited by Sir FREDERICK POLLOCK, Bart., M.A., LL.D. Stevens & Sons (Limited). (Price 5s.)

The American Law Review, November—December, 1896. Editors, SEYMOUR D. THOMPSON, St. Louis; LEONARD A. JONES, Boston. Reeves & Turner.

CORRESPONDENCE.

COUNTY COURT FEES ON APPLICATION FOR DISCOVERY BY AFFIDAVIT OF DOCUMENTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—A question has arisen between ourselves and the registrar of a county court as to the proper fees to be paid upon an application for discovery by affidavit of documents only.

Our application was in the usual form: "For an order that the defendant do, within seven days from the date of the order, answer on affidavit, stating what documents are, &c." On this the registrar informs us that two orders are necessary—viz., one for directions and the other in the terms of the application, and he asks for the following fees:—

	£	s.	d.
Under ord. 15, r. 1		4	0
Under ord. 16, r. 1 (we think he must mean rule 10)		2	6
And under ord. 16, r. 21, ...		2	6
And the ordinary £1 deposit for security for costs	1	0	0
Making in all	1	9	0

We see no provision at all in Schedule B for any fee to be paid for an order under ord. 16, r. 10, and it might be contended on such an application that the court is only entitled to the 2s. 6d. on receiving the £1 deposit under rule 21 of that order.

We shall be glad to know whether the 9s. charged is a proper fee.

It will be seen that our application was not at all under ord. 15, but under ord. 16, r. 10. Y.

London, E.C., Jan. 5.

A REMARKABLE PRACTICE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I should like to bring to your notice a practice which I have recently experienced in connection which the purchase of a house in the county of Cornwall.

It appears to be the rule for the vendor's solicitor to insert in the contract a provision that the draft conveyance is to be prepared by him, and that the purchaser is to pay him for so doing the full scale-charge allowed by the Solicitors' Remuneration Act for investigating the title, preparing the conveyance, and completing the matter.

I think you will agree with me that this is a most improper course. LEX.

CASES OF LAST SITTINGS.

High Court—Chancery Division.

SIMPSON *v.* **HUGHES.** Romer, J. 18th Dec.

SPECIFIC PERFORMANCE—LETTERS—ENQUIRY AS TO TIME FOR COMPLETION—OPEN TERM.

This was the trial of an action for specific performance in which Simpson was plaintiff and Hughes and Armstrong were defendants. An action brought by Armstrong against Hughes on the same subject was heard at the same time. The only point calling for a report is the effect of two letters written respectively by Hughes' agent, Charlton, to Simpson, and by Simpson to Charlton, and whether they constituted a binding contract of which specific performance would be enforced. On the 7th of November, 1895, Charlton wrote to Simpson: "Mr. Hughes has received an offer for the Wray estate of £1,700, which he has refused. He will take £2,000. Are you disposed to purchase at that price?" Simpson replied on the 8th of November, 1895: "I had not wished to give so much, but have decided to accept Mr. Hughes's offer and will give the £2,000 he asks for the freehold of the Wray property. I should like to know from what time Mr. Hughes wishes the purchase to date." It was submitted that the effect of the last sentence of Simpson's letter was to make the time for completion an open term to be settled by subsequent negotiation.

ROMER, J., held that the letters created a binding contract. Looking at them as a whole his lordship was of opinion that Simpson had no intention to leave the time of completion a question for future negotiations. All he desired was to ask the vendor in a courteous way when he desired to complete.—COUNSEL, *Eve*, Q.C., and *Fellows*; *Neville*, Q.C., and *Leigh Clare*; *Oswald*, Q.C., and *Lawrance*. SOLICITORS, *Hyde, Tandy, & Mahon*; *Quayle & Ouvry*; *Meredith, Roberts, & Mills*.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

High Court—Queen's Bench Division.

BILLING *v.* **PREBBLE.** Div. Court. 11th Dec.

METROPOLIS—PUBLIC HEALTH—UNSOUND FOOD—MEAT UNFIT FOR FOOD OF MAN—EXPOSURE FOR SALE—SEIZURE AND CONDEMNATION AFTER SALE—LIABILITY OF PURCHASER—PERSON TO WHOM THE ARTICLE BELONGED—FACTOR FOR SALE—PUBLIC HEALTH (LONDON) ACT, 1891 (54 & 55 VICT. C. 76), S. 47, SUB-SECTION 2.

This was a case stated by an alderman of the City of London upon a prosecution under the Public Health (London) Act, 1891, s. 47 (2). The sub-section provides for the seizure and destruction of any animal or article unfit for the food of man, and enacts, further, that "the person to whom the same belongs or did belong at the time of sale or exposure for sale, or deposit for the purpose of sale or of preparation for sale, or in whose possession or on whose premises the same was found, shall be liable on summary conviction to a fine not exceeding fifty pounds for every animal, or article, or if the article consists of fruit, vegetables, corn, bread, or flour, for every parcel thereof so condemned, or, at the discretion of the court, without the infliction of a fine, to imprisonment for a term not more than six months with or without hard labour." Sub-section 3 enacts that "where it is shown that any article liable to be seized under this section and found in the possession of any person was purchased by him from another person for the food of man, and when so purchased was in such a condition as to be liable to be seized and condemned under this section, the person who so sold the same shall be liable to the fine and imprisonment above mentioned unless he proves that at the time he sold the said article he did not know, and had no reason to believe, that it was in such condition." The respondent was a meat-salesman and occupied premises in the Central Meat Market. On the 6th of July, 1896, two sides of pork were seized by the inspector upon the premises of J. Harrington as being unfit for the food of man, and, after being condemned, were destroyed. The meat had been sold to Harrington on the same day by the respondent, and was diseased at the time of sale to the knowledge of the respondent. The meat was consigned to the respondent by a farmer in Lincolnshire as part of a large consignment to be sold by the respondent upon the terms that he should receive a commission upon the sales. On the 5th of August the respondent was summoned under sub-section 3 for that he was unlawfully the person who sold to J. Harrington, for the food of man, articles unfit for the food of man. On the case being called on the appellant stated, through his solicitor, that he desired to proceed under sub-section 2 and not under sub-section 3, and that the summons was drawn under sub-section 3 by mistake. He accordingly offered no evidence on that summons, and it was withdrawn by permission. On the 6th of August another summons was issued charging the respondent that he, being the person to whom the same did belong at the time of sale or exposure for sale, did expose for sale and sell to J. Harrington two sides of pork unfit for the food of man. The sole contention of the appellant was that the meat "belonged to the respondent within the meaning of sub-section 2 at the time of the sale," and the respondent contended that it did not. The alderman dismissed the summons on the ground that the meat did not "belong" to the respondent within the meaning of sub-section 2, and also upon the ground that sub-section 3 created a distinct offence, and as the summons was under sub-section 2, and not under sub-section 3, he refused to convict. In the course of the argument *Vinter* v. *Hind* (10 Q. B. D. 63) and *Reg.* v. *Dennis* (1894, 2 Q. B. 458) were referred to.

THE COURT (WILLS and WRIGHT, JJ.) dismissed the appeal.

WILLS, J., said that it was not necessary to decide whether the meat seized "belonged" to the respondent within the meaning of sub-section 2, for, assuming that the respondent was the person to whom the meat so belonged at the time of sale or exposure for sale, it was clear from the facts of the case that no conviction ought to have taken place. The summons was under sub-section 2, and that sub-section was only an enlarged edition of section 117 of the Public Health Act, 1875. In framing the sub-section it was not intended to alter the general applicability of the limitations laid down in *Vinter* v. *Hind*, in which it was held that the meat was not "so seized" within the meaning of sections 116, 117 when it was seized after the sale, whereas sub-section 3 was expressly enacted to meet cases of the kind.

WRIGHT, J., concurred. He added that he had no doubt whatever that sub-section 2 would apply against a factor for sale, and very little doubt that sub-section 3 also would apply against a factor for sale.—COUNSEL, *Channell*, Q.C.; *Lush Wilson*, Q.C., and *Courthope Munroe*. SOLICITORS, *Matthew H. Hale; Prebble & Hall*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

HINDLE AND ANOTHER (Appellants) *v.* **BIRTWISTLE** (Respondent). Div. Court. 16th Dec.

FACTORY ACTS—DANGEROUS MACHINERY—DUTY TO FENCE—FACTORY AND WORKSHOP ACTS, 1878, s. 5; 1891, s. 6.

This was a case stated by the Recorder of Blackburn on an appeal against a conviction by a court of summary jurisdiction. The appellants, Ephraim Hindle and George Hindle, were convicted under the Factory and Workshops Acts, 1878 and 1891, for that they, on the 7th of August, 1895, being the occupiers of a certain cotton factory, did unlawfully fail to keep such factory in conformity with the Acts by neglecting to fence a certain dangerous part of the machinery in such factory—to wit, the shuttles, such shuttles not being in such a position or of such construction as to "be equally safe to every person employed in the factory as if they were securely fenced." The appellants were the occupiers of a weaving-shed in Blackburn, in which there were the ordinary looms and shuttles used in weaving cotton cloth. On the 7th of August a shuttle flew out of the shuttle-race of one of the looms in work, and in its flight struck and severely injured a weaver. The accident was caused by the negligence of the weaver in fastening the picking band of the loom too taut, whereby the shuttle was deflected from its proper course in the shuttle-race and so flew out. In addition to this accident there were, during the years 1891 to 1895, three other serious accidents caused by the shuttles flying from looms in the factory. During that time there were 1,400 looms in work there. It was proved to the satisfaction of the recorder that while the shuttle was running backwards and forwards in the shuttle-race—that is to say, while it was performing in due course the part it was intended to perform in weaving cloth—it was not dangerous and not at that time a dangerous part of any machinery within the meaning of the Factory Acts. It was also proved that shuttles do occasionally fly out from the race so as to be dangerous. This might happen if the shuttle were not true, if the picking band were made too taut, if a foreign substance got into the shuttle-race, or by reason of some defect in the yarn or thread in the loom. It was contended on behalf of the respondent (1) that a machine or part of a machine liable to become dangerous, whether by its negligent user or by a cause external to the machinery itself, was a dangerous machine or dangerous part of one; (2) that the recorder was bound as a matter of law to infer from the fact of the occurrence of the accident that the shuttles were dangerous parts of the machinery. It was contended on behalf of the appellants (1) that it was a question of fact for the court; (2) that the obligation of fence applied only to a machine or part of a machine which was dangerous in the ordinary course of careful working; (3) that a machine is not dangerous within the Acts from the mere fact that it might occasionally become dangerous by being thrown out of gear by any of the causes above named. The recorder found as a fact that the shuttles were part of the machinery, but not dangerous parts of the machinery, and quashed the conviction.

THE COURT (WILLS and WRIGHT, JJ.) allowed the appeal.

WILLS, J., said that the view of the learned recorder was that a machine could not be dangerous within the Act unless it was dangerous in itself however carefully it might be worked. His lordship thought that that was a disastrous limitation of the enactment. Apart from the ordinary proper working of a machine accidents might occur from external causes. Of course it would be absurd to say that in every case in which an accident happened the machine must be regarded as "dangerous"; it was equally absurd to say that a machine was not dangerous unless it was always dangerous. All the circumstances of the case must be taken into consideration. If there was a substantial element of danger in the use of a machine with ordinary precaution then it was dangerous within the Act. The recorder had not applied his mind to that view of the case. The question was entirely one of degree, and it was impossible to lay any more definite rule. The case must be remitted to the recorder, with an intimation of the view of the court.

WRIGHT, J., concurred. Appeal allowed.—COUNSEL, *The Attorney-General, H. Sutton*, and *Lancelot Sanderson*; *Sir E. Clarke*, Q.C., and *Edmund Sutton*. SOLICITOR, *Solicitor to Treasury*; *J. W. Carter*, Blackburn.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Solicitors' Cases.

MARSH *v.* **JOSEPH**. No. 2. 23rd and 24th Nov., 18th Dec.

SOLICITOR—IMPROPER USE OF SOLICITOR'S NAME—FUND IN COURT—ORDER FOR PAYMENT OUT ON FRAUDULENT PETITION—LIABILITY OF INNOCENT SOLICITOR—NEGLIGENCE—PARTNERSHIP—LIABILITY TO REFUND.

These were appeals by the Commissioners of the Treasury, by J. E. Green, and by John Clear from decisions of Kekewich, J. (reported 44 W. R. 462, 40 SOLICITORS' JOURNAL 356), who had held Messrs. J. E. Green and John Clear, of the firm of Clear & Green, solicitors, jointly and severally liable for £85, part of a sum of £4,000 misappropriated by one Hales. The case was argued on the 23rd and 24th of November, 1896, and judgment was delivered on the 18th of December.

THE COURT (Lord RUSSELL OF KILLOWEN, C.J., and LINDLEY and A. L. SMITH, L.JJ.) dismissed the appeal of the Commissioners of the Treasury, and varied the order of Kekewich, J., as against both Green and Clear.

Lord RUSSELL OF KILLOWEN, C.J., read the judgment of the court as follows: In this case the question is whether John Clear and J. E. Green, of 1, Old Serjeants'-inn, Chancery-lane, who were in partnership as solicitors under the firm name of "Clear & Green," are liable to make good, or whether either of them is liable to make good all, or any, and what part, of a sum of £6,387 0s. 2d., which stood to the credit of the suit of *Marsh* v. *Joseph*, and which was paid out by the Paymaster-General pursuant to an order of Kekewich, J., dated the 13th of July, 1895, and which order was procured by the fraud of one J. A. Hales, a solicitor. Hales was an undischarged bankrupt, and an uncertificated solicitor. That he was the former was known to Clear; the latter fact was not. Hales was also a commissioner for taking affidavits, and had been brought in this character into connection with Clear and Green. The facts are these. In 1877 the action of *Marsh* v. *Joseph* was instituted for the administration of the trusts of a settlement of the 9th of September, 1858. In that suit J. A. Hales acted as solicitor for the plaintiffs therein. Under the settlement Jacob Moses (who subsequently changed his name to John Moses Marsh) was entitled to certain property for life, and he had power to appoint the same to one or more of his children, and failing appointment it devolved upon all equally. Later the settled property was sold, and the fund in court represented the proceeds. In July, 1895, Hales called upon Clear and said he had some business, and that he should require another solicitor to represent one of the formal parties, and asked Clear, "Will you act for them for me?" To this Clear replied, "We shall be very happy on receiving instructions." The name of the case was not mentioned, nor the character of the business, nor the name of the supposed formal party for whom Clear & Green were to act, and those gentlemen heard nothing further about the matter until after the consummation of Hales's fraud, and after payment out by the Paymaster-General of the fund in question. On the 13th of July, 1895, a petition was presented in the name of Joseph Moses Marsh, which, after reciting the settlement of 1858, that Joseph Moses Marsh had been certified by the chief clerk in the suit of *Marsh* v. *Joseph* to be the eldest son of John Moses Marsh (formerly Jacob Moses), and that certain appointments of new trustees under the settlement of 1858 had been made, proceeded to state that by deed poll of the 31st of December, 1894, John Moses Marsh, under his power of appointment, and subject to his own life interest, had irrevocably appointed the sum then in court standing to the credit or the action of *Marsh* v. *Joseph* to his son Joseph Moses Marsh absolutely for his own benefit. Such petition further stated that John Moses Marsh died on the 8th of March, 1895. The petition then prayed that the court should, subject to certain provisions as to costs and for payment of succession duty (properly estate duty), order that the fund be paid to the petitioner, Joseph Moses Marsh. Upon the back of that petition the names "John Clear & Co., Serjeant's-inn," appear as solicitors for the petitioner. The petition was verified by what purported to be an affidavit of the petitioner, to which were exhibited (amongst other documents) the settlement of 1858 and the alleged deed poll of the 31st of December, 1894. The affidavit is indorsed "John Clear & Co., Serjeants'-inn." For the purposes of the hearing of the petition Hales, again using the name of "John Clear & Co.," instructed counsel to appear in support of the petition, and in the name of "J. Hales" instructed counsel to appear for all the other parties interested and to consent to the prayer of the petition. Accordingly, the matter came before Kekewich, J., on the 13th of July, 1895, when he made the order prayed. The "payment schedule" to the order provided for payment to "John Clear, of Serjeants'-inn," as petitioner's solicitor, of "agreed costs" of petitioner, £15, to "John Hales, of 15, Clifford's-inn," of £10 as "agreed costs" of the respondents, and in respect of the estate duty £224 11s. 5d. Accordingly, on the 10th of August, 1895, three cheques were drawn in the Paymaster-General's office upon the Bank of England—one, payable to Joseph Moses Marsh, for £6,137 8s. 9d.; one, payable to John Clear, for £15; and one, payable to John Hales, for £10. These cheques, with provision for the estate duty, exhausted the fund in court. On the same day, by, or upon the introduction of John A. Hales, an account was opened at Child's Bank in the name of Joseph Moses Marsh, and the cheque for £6,137 8s. 9d. was paid in to the credit of that account and was credited as cash. On the same day, also, two cheques were drawn upon the account, one for £100 to self, and the other for £1 8s. 1d. to "J. A. Hales," and were cashed. Shortly put, the means by which the money was obtained out of court were the fraudulent contrivances of Hales, either acting alone or in complicity with some other person or persons. There was no deed of appointment by John Moses Marsh—the document produced was a forgery; and no affidavit in verification of the petition had been made by Joseph Moses Marsh. The proceedings were in fraud of that person and the other persons beneficially interested. Ultimately, in October, 1895 Hales was, upon his own confession, convicted at the Old Bailey for forging the name of Joseph Moses Marsh on the back of the cheque for £6,137 8s. 9d. Between July, 1895, and the 12th of August, 1895, there had been no communication of any kind

between Hales and Clear & Green. It will have been seen that at the latter date Hales's fraud was complete, and he had got the fund in question out of court and under his control, and two cheques against it had been paid. On that 12th of August, about one o'clock, Hales called at the office of Clear & Green, and saw the former. Hales reminded Clear of his having spoken to him about some business that he was going to bring to Clear & Green. He said, "It is all done. I did it for you. I did not want to bother you. The cheque is waiting for your costs at the Paymaster-General's." Clear thereupon reprimanded him and asked him what business he had to use his name or the name of the firm. To which Hales replied, "I thought it was such a simple matter that it was not worth while. I thought I could carry it out, and instructed counsel, and I have done everything necessary; there was a good man," (referring to the learned counsel who had appeared for the supposed petitioner). To this Clear replied that he liked to know what was going on; that he did not like people to use their names, and that he had never allowed it on any occasion. Clear in his evidence further stated that he did not enquire, nor did Hales tell him, what was the nature of the business in which his name or that of his firm had been used, and that he did not ascertain till a much later period that his name or that of his firm had been used for a petitioner who was seeking payment of money out of court. Ultimately Clear took and cashed the cheque for £15, repaid to Hales £10 14s. 6d. out of its proceeds, which the latter said represented payments by him to counsel, and handed the balance, £4 5s. 6d. in cash, to his partner, J. E. Green, who, on the same day, entered it thus in the cash-book of the firm; "Received cash of J. Hales, *re* Joseph, £4 5s. 6d." This was the sole connection of Green with the matter. It is to be noted that Kekewich, J., accepted as true the foregoing account given by Clear of the facts so far as he was concerned. The learned judge explicitly finds that Clear had no reason to believe that Hales had intended to use, or had used, his name until the 12th of August, 1895. As to Green, he also explicitly acquits him to all personal blame. I think these conclusions of the learned judge were warranted by the evidence. It is unnecessary to refer to the fact (which seems to me irrelevant in view of these findings) that in January, 1895, Hales asked Clear to "identify" him at the Paymaster-General's office, and that Clear did so. It remains, in order to complete the story, to narrate the other facts which occurred on the 12th of August, and some facts which occurred after that date. Between one and two o'clock on the 12th of August a cheque, payable to "self" drawn on the account at Child's for £4,000, was cashed; on the 13th of August a little further cheque for £50 was cashed, and on the 14th of September a little further cheque for £20 was cashed. There then remained (after payment of these cheques) £1,966 0s. 5d. to the credit of the account, and that sum so remained up to October, 1895, when the fraud was discovered, and it has been recovered for the benefit of the persons entitled. Upon this state of facts the persons defrauded petitioned the court for relief against the Paymaster-General or the Commissioners of the Treasury, under the Court of Chancery (Funds) Act, 1872 (35 & 36 Vict. c. 44). The claim to this relief was not denied, but on the hearing of the petition it was alleged on the part of the Treasury that Clear & Green were, as officers of the court, liable to make good the moneys lost, and the court was asked so to order. The question then was before Kekewich, J., and now is before us, whether on the facts stated the firm of Clear & Green or any, and if so, which, member of the firm, is liable for any, and, if so, for what part of the moneys lost. The learned judge, as I understand, acquitted Clear of responsibility in respect of all moneys drawn from the account at Child's Bank up to and including the 12th of August. He says expressly that, in his judgment, no action, however energetic, on Clear's part, would have availed to stop the payment of the £4,000 cheque on the 12th of August, but he finds that Clear on that day condoned what he (Clear) thought was an irregularity in the use of his name, and the learned judge makes him liable to repay the amount of the £15 cheque, and for any loss by withdrawal from Child's Bank after the date of the 12th of August. This would represent a liability of Clear for £15 and £50 and £20, in all £85. As to Green, the learned judge, while, as I have said, acquitting him of all personal blame, arrives at the conclusion that Clear was acting within the scope of the partnership authority in what he did, and that, therefore, Green is subject to the same liability as his partner. From these judgments there are cross-appeals. Green gave notice of appeal on the 21st of May, 1896, the Crown on the 22nd of May, 1896, and Clear on the 10th of June, 1896. On the argument before us the discussion proceeded on the appeal of the Crown, for whom it was contended that the learned judge had rightly found that Clear had on the 12th of August, 1895, condoned or ratified the use of his name, but that the learned judge had failed to carry that conclusion to its legitimate consequences by fixing Clear with the results, which, it was contended, followed upon the use of his name, and that he was legally liable for the entire loss—namely, £4,171 8s. 1d., and for the cheques of £15 and £10 for costs. It was further contended that Green was likewise liable for the acts of his partner. On the other hand, it was contended for Clear that his liability was limited to the repayment of the amount of the £15 cheque, and for Green that his liability was limited to the £4 5s. 6d. received by him for the partnership. We have now to consider these various contentions. No question of jurisdiction was raised before us, but I think it important to state the principle upon which the court acts. It is that where negligence or other breach of duty is committed by a solicitor, an officer of the court, in a matter in which the court has seisin, the court may, and, if it can do full justice, will, summarily order its officer to make good the loss occasioned by his neglect or breach of duty. But the limit of liability is the measure of the loss flowing from the negligence or breach of duty. The court cannot, merely because the officer has been guilty of misconduct, mulct him in damages. The damages must flow from the act of negligence or misconduct. In the present case the learned judge has divided the loss into (1) the loss which he considers occurred up to and including the 12th of August, and (2) that after the 12th of August; and he has fixed Clear & Green with the latter loss only. Before considering whether this is correct, it will be convenient to deal with the broader contention of the Crown—viz., that the firm are liable for all the loss whenever it occurred. Apart from the doctrine of ratification, it cannot be pretended that there was any ground for fixing Clear or Green with liability. Neither had done any blameworthy thing. Neither had authorized the use of the firm's name. Neither knew up to the 12th of August that the firm's name had in fact been used for any purpose, and when, on that day, Clear learned that it had been used, the mischief had been done, the money had gone out of the control of the court and into that of the perpetrators of the fraud. The money was lost, and the question was not whether the loss could be prevented, but whether any of it could be recovered. How had it been obtained? It had been obtained by reason of the order of the court of the 13th of July, 1895, which in its turn had been obtained by the fraudulent fabrication of the deed poll and of the affidavit purporting to verify it, followed by the petition containing untrue statements, and the employment by Hales in Clear's name of counsel for the petitioner to support the petition, and of counsel by Hales in Hales's name to consent to the prayer of the petition. Of all this Clear & Green were ignorant. Indeed it is obvious that if Hales had not chosen to mention the cheque for £15 to Clear, in order to get out of it the fees paid to counsel, the fraud would have been equally successful and complete; or, again, if he had used the firm's name without any such conversation as occurred in July. What, then, is the true effect of what takes place on the 12th of August? To appreciate this one must recur to the conversation in July, when Clear was asked by Hales whether he would act for a formal party, and said he would if instructed On the 12th of August, Hales in effect says to Clear, "I did not think it worth troubling you about the formal business I mentioned in July. It was simple; I did it myself. There's a cheque for £15 for you, but you'll have to return me all for counsel's fees which I have paid, except £4 5s. 6d., which you keep for yourself." Clear complained of the use of his name, reprimanded Hales, but kept and paid to his partner this £4 5s. 6d. I doubt whether this is any ratification in any real sense; but assuming that it amounts to ratification, of what is it ratification? At most it was ratification of the use of his name in a formal matter for a formal party. Is that enough to fix him with liability for what had been fraudulently done by Hales for his own purposes? I think not. Clear did not know that his name had been used for the petitioner, nor that the object of the petition was to obtain payment out of a fund in court. The amount of the cheque was not such as to suggest that the work had been other than the employment of counsel for a formal purpose, as for a change of investments or appointment of new trustees, or the like. In a word, there was nothing to suggest in the remotest way that Hales had for his own fraudulent purposes used Clear's name, and been a party to forgery and perjury in effecting those purposes. We are not called upon to act in business as if every man with whom we come into relations is a thief, and therefore men's actions are not to be judged by a standard of unbelief in professional honesty. To constitute a binding adoption of acts *a priori* unauthorized these conditions must exist: (1) The acts must have been done for and in the name of the supposed principal; and (2) there must be full knowledge of what those acts were, or such an unqualified adoption that the inference may properly be drawn that the principal intended to take upon himself the responsibility for such acts, whatever they were. In the present case, although the name of Clear (J. Clear & Co.) was used, it is apparent that that user and the other fraudulent acts of Hales were done for his own purposes. It is admitted that Clear had no knowledge of the fraud which had been committed, and in my judgment it is impossible properly to draw the conclusion that Clear, by taking the cheque for £15 and keeping the £4 5s. 6d., intended unqualifiedly to take upon himself the responsibility for what had been done, however wickedly and fraudulently it had been done. To use the language of Kekewich, J., he condoned what he believed was a mere irregularity. Where the supposed ratification relates to acts as to which there is no pretence of any *a priori* authority, as in this case, where it is not a question merely of excess of authority, full knowledge of the facts and unequivocal adoption after such knowledge must be proved, or in the alternative, the circumstances of the alleged ratification must be such as to warrant the clear inference that the principal was adopting the supposed agent's acts, whatever they were, or however culpable they were. I find an absence of such knowledge and an absence of any ratification except this—putting it at the highest—a ratification of the use of the name of the firm for a formal party. Such ratification is not enough to fix Clear or Green with the fraudulent acts of forgery and perjury or with the fraudulent statements in the petition to which Hales, to further his own ends, was a party. It follows from what I have said that, even if Clear had *a priori* authorized the use of his name for a formal party, he would not be responsible for the acts of fraud and forgery committed in this case by his supposed agent for that agent's own fraudulent purposes. In my judgment, therefore, the contention of the Crown fails as against both Clear and Green. It remains to consider whether Kekewich, J., was right in fixing Clear & Green with the loss (as it is called) after the 12th of August as well as with the amount of the £15 cheque. First as to Clear. Obviously the judgment must stand against Clear for the £15. He received the cheque for £15, part of the fund in court fraudulently obtained, and he has not validly discharged himself of it. As to the rest, I have already pointed out that in my judgment the loss was complete when the cheque of the Paymaster-General was credited as cash by Child's Bank on the 10th of August, two days before Clear knew that the firm's name had been used, and that the only question

then was whether any of that loss could be recovered back. I understand the learned judge to have proceeded on the ground that Clear had failed in his duty in not promptly informing the court that his name had been used without his authority. But, assuming for the moment this failure of duty, did it prevent the recovery of any part of the money? It is said it did, for that if he had informed the court a stop would have been put upon the account at Child's Bank, and the cheques for £50 on the 13th of August and for £20 on the 14th of September would not have been honoured. Is this so? I agree that Clear ought to have resented as grossly improper the unauthorized use of his name. Suppose he had said so in stronger terms than he did to Hales, and added, as many men acting on a high standard of professional conduct would have done, "I will straightway inform the court," is it not probable that Hales would at once have withdrawn the bank balance? Is it not further probable that the balance of £1,966 0s. 5d. which was recovered was allowed to remain because Hales was, in the absence of any threat of this kind, lulled into a false sense of security? Indeed, if Clear had gone to the court, all that he could have said was that he thought it proper to state that his name had been used without authority, but whether used for any improper purpose he could not say, and some time must have been occupied by enquiring before any action could be taken, and meanwhile it is not probable Hales would have been idle. I cannot see my way, therefore, to the conclusion that Clear's silence in any sense led to any part of the loss. But further, to hold Clear liable to make good the £50 and £20 drawn out from Child's Bank after the 12th of August can only, in my judgment, be right upon the assumption that Clear knew or ought to have suspected that a dishonest use had been made of his name and that prompt action would, or might, prevent or lessen any loss following upon that dishonest use. But Clear had no knowledge or even suspicion of anything of the sort. To hold him liable for these sums is to hold him responsible for a breach of duty which is not imposed by any known legal principle, and which the court is not warranted in imposing on its own officers. To do so would be too oppressive on honest men desirous of doing right. This conclusion is quite consistent with the cases relied upon by counsel for the Crown, for in all of them the solicitor who was held liable for money improperly obtained out of court had done far more than Clear did in this case. In *Slater* v. *Slater* (58 L. T. 149) the solicitor had allowed his name to be used for the petitioner upon whose application the money was obtained, and that solicitor actually received the money. So in *Re Dangar's Trusts* (37 W. R. 651, 41 Ch. D. 178) the solicitor held liable was the solicitor for the petitioner who obtained the money; he took an active part in obtaining the money, and his negligence, or that of his clerk, caused the loss. In *Re Ward* (31 Beav. 1) and in *Todd* v. *Studholme* (5 W. R. 277, 3 K. & J. 324) the solicitor had the conduct of the suit and was held liable for his negligence in it. In *Re Spencer* (18 W. R. 240) the solicitors had acted for the petitioners, and their negligence caused the loss for which they were held liable. In *Brydges* v. *Branfill* (12 Sim. 369) the solicitors were the solicitors for the petitioners, and they received the money. Clear's conduct does not bring him within the principles applicable to any of these decisions. As to Green, it follows from what I have said that as to him the question is narrowed to this—is he liable jointly and severally with Clear for the £15, or only for the £4 5s. 6d. which he received from Clear and paid into the bank account of the firm as part of the partnership assets? That he is liable for the £4 5s. 6d. is obvious, and upon the grounds which apply to the £15 cheque in the case of Clear. Is he liable for anything more? I think he is not. The learned judge, as I gather, proceeded on the ground that it was within the scope of the agency authority created by the partnership for one partner to allow the use of the name of the firm by another solicitor and thereby to bind his co-partner. Is that sound? As a proposition of law I know of no authority for it, and I confess I should be surprised to find that it was usual to do so. But any such usage must be established by evidence; the court cannot, as a matter of law, say that there is any such usage, and I do not find that in this case any evidence to that effect was given or offered. Indeed, in this case, the question is not merely whether the permission to use the firm's name was within the scope of the partnership authority, but whether it was within such authority to ratify *ex post facto* the unauthorized use of such name. In the absence of any evidence of usage or course of business on these points, I come to the conclusion that the £15 cheque received by Clear was not received by him in respect of any transaction in which he had a right to engage on behalf of the firm. The receipt of the cheque was not the receipt of the firm, nor was Clear's knowledge of the receipt and of the circumstances under which he received it the knowledge of the firm. Green's liability began and ended with the receipt by him from Clear of the £4 5s. 6d. cash, and is confined to that sum. The result, therefore, in my judgment, is that Clear's liability must be reduced to the sum of £15, and Green's to the sum of £4 5s. 6d., part of the £15, and the order appealed from must be varied accordingly.—COUNSEL, *Sir Robert Finlay*, S.G., and *Ingle Joyce*; *Ashton Cross*; *Witt*, Q.C., and *E. E. de Witt*; *Stewart Smith*. SOLICITORS, *Hare & Co.*, for *The Solicitor for the Treasury*; *John Clear*; *J. E. Green*; *Mear & Fowler*.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

LAW SOCIETIES.

UNITED LAW SOCIETY.

4th inst.—Mr. C. W. Williams taking the chair. After the election of new members and the transaction of other business, a debate was opened by Mr. J. S. Green on the motion "That the decision of the Court of Appeal in *De la Rochefoucauld* v. *Boustead* was wrong." Mr. Neville Tebbutt opposed, and Messrs W. J. Boycott, W. F. Symonds, S. E. Hubbard, W. L. Westcott, and A. M. Begg also spoke on the motion. Mr. Kains Jackson replied on behalf of Mr. Green, and on a division the motion was lost by the casting vote of the chairman.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' DEBATING SOCIETY. — January 5th, 1897. Chairman, Mr. Neville Tebbutt. The subject for debate was "That the action of breach of promise of marriage should be abolished." Mr. A. E. Clarke opened in the affirmative, and Mr. A. H. H. Richardson opened in the negative. The following members also spoke: Messrs. Blagden, Daniel, Meliar Smith, Boulton, Eastleigh, E. Allen, Anderson, Hamilton, Fox. The motion was carried by four votes.

LEGAL NEWS.

OBITUARY.

Mr. ALEXANDER DEVAS DRUCE, solicitor, died on the 2nd inst., at the age of 89 years. He was articled to his father and was admitted in the year 1851, and some two or three years later joined his father and uncle in the firm of C. Druce & Sons, now known as Druces & Attlee. Mr. Druce was for many years solicitor to Dulwich College, an office formerly filled by his father and grandfather, but he resigned some five years ago on account of failing health, and was succeeded by his partner, Mr. Attlee. Mr. Druce was taken ill in May, 1892, and has since that time relinquished business. He leaves a family of nine children, of whom his eldest son, Mr. John A. Druce, was associated with him in business.

APPOINTMENTS.

Mr. WILLIAM E. DAVIDSON, Q.C., Legal Adviser to the Foreign Office, has been made a C.B.

Mr. W. W. HAYWARD, solicitor, of Rochester, has received the honour of Knighthood.

The Hon. CHARLES ROE, Chief Judge of the Chief Court of the Punjab, has received the honour of Knighthood.

The Hon. JOHN W. CARRINGTON, C.M.G., Chief Justice of the Supreme Court of Hong Kong, has received the honour of Knighthood.

Mr. HENRY STANDRING, solicitor, of Rochdale, has been appointed a Perpetual Commissioner for taking the Acknowledgment of Deeds by Married Women in and for the County of Lancaster. Mr. Standring was admitted a solicitor in Easter Term, 1861.

Mr. WALTER H. DAY, solicitor, of Maidstone, has been appointed Clerk of the Peace for the Borough of Maidstone. Mr. Day was admitted in 1890.

Mr. C. F. CORBOULD-ELLIS, solicitor, a member of the firm of Messrs. C. R. Sawyer & Ellis, of 7, Laurence Pountney-hill, in the City of London, and 18, Place Vendôme, Paris, has been elected a Member of the Common Council of the City of London for the Ward of Dowgate.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

HENRY FISON KILLICK, CHARLES JOHN VINT, ARTHUR TETLEY PARKINSON, and FRANK HERBERT HILL, solicitors (Killick, Hutton, & Vint), Bradford, Yorks, so far as regards the said Henry Fison Killick, who retires from the firm. Dec. 31. The practice of the said firm will in future be carried on by the said Charles John Vint, Arthur Tetley Parkinson, and Frank Herbert Hill, in partnership with Henry Killick, under the style of Killick, Hutton, & Vint, as heretofore.

JOHN BATTAMS and JACOB TYLER, solicitors (Carr & Son), 23, Rood-lane, Fenchurch-street, London. Dec. 31. Mr. Tyler will in future practise alone at the offices of the late partnership, under the style of Carr, Tyler, & Co. Mr. Battams will in future practise alone in his own name in a separate office at 23, Rood-lane, E.C.

HENRY TURNBULL and JOHN HENRY MOODY, solicitors (Turnbull & Moody), Scarborough. Dec. 31. [*Gazette*, Jan. 5.

INFORMATION WANTED.

To SOLICITORS.—Will the successors of Brandrams, Templemans, & Co., solicitors, of Fry's-lane, London, who, in March, 1809, advertised in the *Times* for the next-of-kin of John Peter Marchand, of Fry's-lane, kindly communicate with Geoffrey New, solicitor, Evesham?

GENERAL.

At Chelmsford, on Wednesday, the barristers on the South-Eastern Circuit gave a complimentary dinner to Mr. C. K. Francis in commemoration of his appointment as one of the metropolitan police magistrates. The chairman of the Essex Quarter Sessions and the Under-Sheriff were among the other guests.

In the good old days in Kentucky, says the *Albany Law Journal*, there was a court composed of three magistrates to try certain causes appealed

from a single justice of the peace. The three magistrates were backwoods men. A case was being tried one day that was very important, and several hours of listening to the reading of depositions and the argument of counsel, *pro* and *con*, had so nearly entangled the court in a labyrinth of perplexing questions of law and fact that they doubted their ability to find their way out. So they whispered to the leading lawyer at the bar, who was sitting by as a spectator, and asked him what he thought ought to be done with the case. "I think it ought to be thrown out of court," was the prompt and emphatic reply. "Mr. Clerk," said the chief magistrate, slowly, "pass up them papers." The papers, which made quite a large bundle, were handed the chief magistrate. "Now, Mr. Sheriff," said he deliberately, "open that window." The sheriff opened the window, and the case was thrown out of court.

Sir Harry Bodkin Poland, Q.C., Recorder of Dover, in his charge to the grand jury on Monday at the Quarter Sessions, intimated that there would, if necessary, be more than four sessions held during the year, in accordance with the recommendations of the Council of Judges, communicated to him by the Home Secretary. This was in order to lighten the labours of the judges of assize. He pointed out the great desirability of this. At the last Kent assize there were forty-three prisoners, and one of these, after awaiting trial five and a half months, was discharged. Of the other cases, eight had been awaiting trial for periods ranging from three to five and a half months. Anyone who considered this matter for one moment could not come to any other conclusion than that it was most unsatisfactory that people should be keep in dreary waiting in gaol for such a length of time. They would be all glad to hear that the Home Secretary was in communication with the Lord Chancellor upon this subject, and it was certainly to be hoped that a change would soon be made.

Sir F. H. Jeune writes to the *Times* with reference to a statement that the business of the Divorce Court had diminished, to say that the number of divorce cases during the past year will be found to exhibit what is now its normal development—that is, an actual increase, but one less than the relative growth of population. The writer of your article was probably misled, as other persons have been, by observing the marked decrease in the list of divorce cases at the beginning of each sitting. But this arises from the fact that of late almost all the causes becoming ready for hearing during each sitting have been disposed of before its close; in other words, the court is free from arrears. It is undesirable that there should be a mistake on this point, partly because England and Wales must not yet congratulate themselves on greatly improved morality, and partly because it should not be supposed that there is anything in the circumstances of the Probate, Divorce, and Admiralty Division to dilute the case for an increase in the judicial strength of the country, which the state of the cause lists in the other divisions is considered by many competent authorities to prove.

The following, says the *Times*, are the arrangements made by the judges of the Queen's Bench Division for the transaction of business during the ensuing Hilary sittings, viz.:—The Lord Chief Justice will try actions until the 19th of February, when he will go on the North-Eastern Circuit, from which he will return to resume actions about the end of March; Pollock, B., will try actions until he joins the Midland Circuit on the 8th of March, but should the state of business at Nottingham require it he will go there on or after the 2nd of March; Hawkins, J., will try actions during the sittings when he is not engaged at the Central Criminal Court; Mathew, J., will hear commercial causes until the 20th inst., when he leaves for the Home and Western Circuits, and on his return about the 20th of February will resume those cases; Cave, J., will be absent on the South-Eastern Circuit until about the 19th of February, after which he will sit with a Divisional Court; Day, J., will proceed with actions until the 30th inst., when he goes on the Oxford Circuit, and returns about the 12th of March; Wills, J., will be in attendance at judge's chambers during the whole of the sittings; Grantham, J., will be away on the North Wales Circuit until about the 16th of February, and on his return will try actions; Charles, J., will try actions until he joins the Midland Circuit on the 30th inst., and on his return about the 9th of March will resume actions; Vaughan Williams, J., will be away on the Western Circuit until about the 17th of March, and on his return will hear companies winding-up and bankruptcy business; Lawrance, J., will sit with a Divisional Court until the 16th inst., when he goes on the South Wales Circuit, and on his return about the 18th of February will again sit with a Divisional Court; Wright, J., will sit with a Divisional Court until the 6th of March, when he joins the Oxford Circuit, whereon he will remain until the end of March; Collins, J., will sit with a Divisional Court (commercial work and the sittings of the Railway and Canal Commission intervening) until the 10th of February, when he joins the Northern Circuit, from which he will return about the end of March; Bruce, J., will sit with a Divisional Court until the 19th of February, when he goes on the North-Eastern Circuit with the Lord Chief Justice, from which he returns about the end of March; Kennedy, J., will sit with a Divisional Court and also try commercial causes until he starts for the Northern Circuit on the 22nd of February, from whence he will return about the end of March, after which he will sit with a Divisional Court until the 12th of April, when he returns to the Northern Circuit.

Warning to intending House Purchasers and Lessees.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[Advt.]

COURT PAPERS.

CIRCUITS OF THE JUDGES.

The following Judges will remain in Town:—Hawkins, J., and Wills, J., during the whole of the Circuits; the other Judges till their respective Commission Days.

Notice.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two Judges go there will be no alteration in the old practice.

WINTER ASSIZES, 1897.	Commission Days.	N. Eastern. L. C. J. of England. Bruce, J.	Midland. Pollock, B. Charles, J.	Oxford. Day, J. Wright, J.	Home. Mathew, J.	Western. Vaughan Williams, J.	S. Eastern. Cave, J.	N. Wales, Chester, and Glamorgan. Grantham, J.	S. Wales and Chester. Lawrance, J.	Northern. Collins, J. Kennedy, J.
	Monday, Jan. 11					Devizes	Huntingdon	Welshpool		
	Wednesday „ 13					Dorchester	Cambridge	Dolgelly		
	Friday „ 15						Friday 15	Carnarvon	Haverfordwest	
	Saturday „ 16								Lampeter	
	Monday „ 18						Ipswich			
	Tuesday „ 19						Wednes. 20			
	Wednesday „ 20					Taunton			Carmarthen	
	Thursday „ 21					Friday 22		Beaumaris		
	Saturday „ 22							Ruthin		
	Monday „ 25				Maidstone		Norwich		Brecon	
	Tuesday „ 26				Monday 25		Tuesday 26			
	Wednesday „ 27					Bodmin		Mold	Presteign	
	Thursday „ 28									
	Saturday „ 30				Guildford				Chester 2	
	Monday, Feb. 1									
	Wednesday „ 3					Exeter 2	Chelmsford			
	Thursday „ 4									
	Friday „ 5								Cardiff 2	
	Saturday „ 6				Winchester 2					
	Monday „ 8						Hertford			
	Tuesday „ 9						Lewes			
	Wednesday „ 10									Appleby
	Thursday „ 11									
	Friday „ 12					Bristol 2				Carlisle
	Saturday „ 13								(End)	Lancaster
	Monday „ 15									
	Tuesday „ 16						(End)			Manchester 2
	Wednesday „ 17									
	Thursday „ 18									
	Friday „ 19									
	Saturday „ 20									
	Monday „ 22						(End)			
	Tuesday „ 23									
	Wednesday „ 24									
	Thursday „ 25									
	Friday „ 26									Liverpool 2
	Saturday „ 27									
	Tuesday, March 2									
	Friday „ 5									(End)
	Saturday „ 6									
	Monday „ 8									
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	Wednesday „ 10									
	Thursday „ 11									
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	Wednesday „ 31									
	Thursday April 1									
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	Wednesday „ 14									
	Thursday „ 15									
	Friday „ 16									
	Saturday „ 17									
	Monday „ 19									
	Tuesday „ 20									
	Wednesday „ 21									
	Thursday „ 22									
	Friday „ 23									
	Saturday „ 24									
	Monday „ 26									
	Tuesday „ 27									
	Wednesday „ 28									
	Thursday „ 29									
	Friday „ 30									

	N. Eastern.	Midland.	Oxford.	Home.	Western.	S. Eastern.	N. Wales, Chester, and Glamorgan.	S. Wales and Chester.	Northern.
	L. C. J. of England. Bruce, J.	Pollock, B. Charles, J.	Day, J. Wright, J.	Mathew, J.	Vaughan Williams, J.	Cave, J.	Grantham, J.	Lawrance, J.	Collins, J. Kennedy, J.
			Dates not yet fixed.						
		Aylesbury							
		Bedford							
		Northampton 2							
		Oakham and Leicester							
		Saturday 13							
		Lincoln							
		Saturday 20							
		Derby							
	Durham 2								
		Nottingham 2							
	York 2								
		Warwick							
	Leeds 2								
	(End)								Birmingham 2
									(End)

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, Jan. 11	Mr. Pemberton	Mr. Carrington	Mr. Godfrey
Tuesday „ 12	Ward	Jackson	Bolt
Wednesday „ 13	Pemberton	Carrington	Godfrey
Thursday „ 14	Ward	Jackson	Bolt
Friday „ 15	Pemberton	Carrington	Godfrey
Saturday „ 16	Ward	Jackson	Bolt

	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, Jan. 11	Mr. Beal	Mr. Lavie	Mr. Leach
Tuesday 12	Farmer	Pugh	Beal
Wednesday 13	Rolt	Lavie	Leach
Thursday 14	Farmer	Pugh	Beal
Friday 15	Farmer	Lavie	Leach
Saturday 16	Farmer	Pugh	Beal

COURT OF APPEAL.

HILARY SITTINGS, 1897.

APPEAL COURT I.—NOTICES.

Queen's Bench interlocutory appeals will be taken in Court I. on Monday, Jan 11, and afterwards on every Monday in Hilary Sittings. Bankruptcy appeals will be taken on Friday, Jan 15, and following Fridays.

Queen's Bench final appeals and new trial motions will be taken in Court I. in alternate weeks during the Sittings. New trial motions will be taken in Court I. on Monday, Jan 11, and following days in that week. Final appeals in the second week.

On Mondays and Fridays final appeals or new trial motions will be taken, if there are not enough interlocutory or bankruptcy appeals for a day's paper.

Admiralty appeals (with assessors) will be taken in Court I. on days specially appointed by the Court, notice of which will appear in the Daily Cause List.

APPEAL COURT II.—NOTICES.

N.B.—Interlocutory appeals from the Chancery and Probate and Divorce Divisions will be taken in Court II. on Monday, Jan 11, and afterwards on every Wednesday (except Wednesday, Jan 13) in Hilary Sittings.

N.B.—Subject to Chancery interlocutory appeals on Wednesdays, Chancery final appeals will be taken every day in Court II. until further notice.

N.B.—When the interlocutory appeals are not enough for a day's paper, Chancery final appeals will be added on interlocutory days.

Appeals from the Lancaster and Durham Palatine Courts (if any) will be taken in Court II. on Thursday, Feb 4, Thursday, March 4, and Thursday, April 1.

FROM THE CHANCERY DIVISION.

Judgment Reserved.

(Interlocutory List.)

1896.

Fairclough & Sons v Manchester Ship Canal Co appl of defts from order of Mr Justice Kekewich, dated Nov 4, 1896 c a v Dec 17

(Final List.)

1896.

In re the International Commercial Co, ld & Co's Acts, 1862 to 1890 appl of John Oakden Swift from order of Mr Justice Romer, dated March 9, 1896 pt hd March 18

Quihampton v The Peruvian Corpn app of defts from order of Mr Justice Romer, dated August 9, 1895, not until further order May 18

In re T Armstrong's Patent 18,719 of 1894 & Patents, Designs, &c, Acts (In re Petition of J Yates) appl of Thomas Armstrong from order of Mr Justice Kekewich, dated July 16, 1896 (s o 7 days after order passed), to come on with No 15 July 22

In re The Companies' Acts, 1862 to 1890, and In re The Bulfontein Sun Diamond Mine, ld (expte C Cox Hughes) app of The Bulfontein Sun Diamond Mine, ld from order of Mr Justice Chitty, dated June 9, 1896 Aug 8

In re The New Travellers' Chambers, ld & Co's Acts, 1862 to 1890 app of Sir W G Hunter, KCMG, from order of Mr Justice Vaughan Williams, dated July 18, 1896 Aug 10

In re The Same, &c app of Sir G S M Thomas from same order Aug 10

In re The Same, &c app of Arthur Green from same order Aug 10

In re Sir G Elliot Hunter v Elliot app of deft E A Elliot Pyle from order of Mr Justice Kekewich, dated May 14, 1896 Aug 10

Elliott Bros v Sullivan appl of plts from order of Mr Justice Kekewich, dated June 16, 1896 Aug 12

In re Isaac Cronbach v Isaac appl of deft Saul Isaac from order of Mr Justice Kekewich, dated June 11, 1896 Aug 12

Page v Ratliffe appl of deft from order of Mr. Justice Stirling, dated April 1, 1896 Aug 17

In re The Mersey Railway Co & In re The Railway Co's Act, 1867, and In re The Mersey Ry Acts, &c appl of G Waddell from order of Mr Justice Stirling, dated August 6, 1896 Aug 18

In re The National Bank of Wales, ld & In re the Co's Acts, 1862 to 1890 appl of W Taylor from order of Mr Justice Vaughan Williams, dated Aug 7, 1896 Aug 25

In re Simpson Grime v Simpson appl of deft, E Simpson, from order of Mr Justice Kekewich, dated July 3, 1896 Sept 4

Yates v Armstrong appl of plt from order of Mr Justice Kekewich, dated July 16, 1896 (No 3 to come on with this) Sept 18

In re Maule Chester v Maule appl of plt from order of Mr Justice Kekewich, dated Aug 3, 1896 Sept 18

In re Back Jose v Page app of pltf from order of Mr Justice Chitty, dated June 9, 1896, & cross notice of defts, M A H Page & anr Oct 16

In re J Smith Davidson v Myrtle app of defts, H Smith & ors, from order of Mr Justice Kekewich, dated June 25, 1896, and cross notice of deft J D C Myrtle Sept 30 In re J Smith Davidson v Myrtle app of deft J D C Myrtle from order of Mr Justice Kekewich, dated June 25, 1896 Oct 21

In re Roycroft & Woolf & In re V & P Act, 1874 app of John Roycroft from order of Mr. Justice Kekewich, dated Aug 3, 1896 Oct 21

In re The Southern Counties Deposit Bank & Co's Acts app of Bernard Boaler from order of Mr. Justice Vaughan Williams, dated Aug 5, 1896 Oct 23

FROM THE QUEEN'S BENCH DIVISION.

Judgment Reserved.

(Final List.)

1896.

Jones v German app of plt from judgt of the Lord Chief Justice, dated Aug 5, 1896, with special jury, Middlesex (c a v Dec 19)

FROM THE QUEEN'S BENCH DIVISION.

For Hearing.

(Final List.)

1896.

In re the Duty on the Estate of the late Sir Thomas Gresham and In re the Customs and Inland Revenue Act, 1885 (Revenue side) app of the Commrs of Inland Revenue from Justices Vaughan Williams and Wright, dated March 3, 1896 (stand over for day to be named) March 12

James v Ridet app of deft from judgt of Mr Justice Grantham, dated May 16, 1896, at trial without a jury, Middlesex pt hd June 10

The London County Council v Wright (Surveyor of Taxes) Wright (Surveyor of Taxes) v London County Council app of London County Council from judgt of Baron Pollock and Mr Justice Bruce, dated May 15, 1896 June 13

Sellars v Brown app of plt from judgt of Mr Justice Kennedy, dated June 17, 1896, at trial without a jury, Middlesex (security ordered) June 24

Susman v Ehrmann Bros app of deft from judgt of Mr Justice Cave, dated Aug 10, 1896, at trial without a jury, Liverpool Aug 17

Hill v Hill app of plt from judgt of Mr Justice Collins, dated Aug 11, 1896, at trial without a jury, Warwick Aug 20

Brandon v Boyce app of deft from judgt of Mr Justice Hawkins, dated Aug 12, 1896 (jury discharged), Middlesex Aug 21

Witt v Suart & Co app of plt from judgt of Mr Justice Mathew, dated July 21, 1896, at trial without a jury, Middlesex Aug 22

National Opalite Glazed Brick & Tile Syndicate, ld v Ceralite Syndicate, ld app of defts from judgt of Mr Justice Grantham, dated Aug 5, 1896, at trial without a jury, Middlesex (security ordered) Sept 1

In re W M Baker, Solr, & In re The Solicitors Act, 1888 appl of W M Baker from judg of Baron Pollock and Mr Justice Day, dated Aug 5, 1896 Sept 1

Dennison v Boosey & Co app of plt from judgt of Mr Justice Grantham, dated Aug 10, 1896, at trial without a jury, Middlesex Sept 19

Ellis v Wright, Odell, & Smith app of plt from judgt of Mr Justice Wright, dated July 29, 1896, at trial without a jury, Middlesex Oct 9

Thorpe v Harman app of deft C Harman from judgt of Mr Justice Mathew, dated July 3, 1896, at trial without a jury, Lewes Oct 9

Norman v Pelican app of deft, J Langford, from judgt of Mr Justice Wills, dated Aug 12, 1896, at trial without a jury, Middlesex Oct 12

Wernam v Stone app of defts from judgt of Mr Justice Grantham, dated July 29, 1896, at trial with special jury, Middlesex Oct 24

Eley v Read app of deft from judgt of Justices Day and Lawrance, dated Aug 5, 1896 Oct 24

The Guardians of the Poor of the Axminster Union (applts) v The incorporation of the Guardians of the Poor of the Town of Plymouth (respts) Crown Side app of Guardians of the Town of Plymouth from judgt of Justices Day and Lawrance, dated July 14, 1896 Oct 27

In re an Arbtn between Carr & The Sun Fire Insce Co app of Carr from judgt of Justices Day and Lawrance, dated Aug 10, 1896 Oct 31

Millar v The Nyassa Co, ld app of plts from judgt of Mr Justice Wright, dated Aug 8, 1896, at trial without a jury Nov 2

Lewis v Wanderers' Club, ld app of plt from judgt of Mr Justice Lawrance, dated Oct 31, 1896, at trial without a jury Nov 2

Lines v Usher app of deft from judgt of Mr Justice Charles, dated Oct 29, 1896, at trial without a jury, Middlesex Nov 4

Sir W G Armstrong, Mitchell, & Co ld v The Hotchkiss Ordnance Co, ld app of defts from judgt of Mr Justice Mathew, dated July 30, 1896, at trial without a jury, and cross-notice of plt, dated Nov 18, 1896 Nov 11

Bennett & Young v John Bacon, ld app of defts from judgt of Mr Justice Collins, dated Nov 3, 1896, at trial without a jury, Middlesex Nov 11

North Charterland Exploration Co ld, v Rowe app of deft from judgt of Mr Justice Charles, dated Nov 6, 1896, at trial without a jury Nov 12

Harrison v Yeadon Urban District Council appl of defts from judgt of Mr Justice Kennedy, dated Oct 31, 1896, at trial without a jury, Leeds Nov 14

Sadd v Foster app of defts from judgt of Mr Justice Lawrance, dated Oct 31, 1896, at trial without a jury, Middlesex Nov 14

The South African Territories, ld v Wallington app of deft from judgt of Mr Justice Wright, dated Oct 30, 1896, at trial without a jury, Middlesex Nov 14

In re an Arbtn between Adolf E Kempf & The National Insce Corpn, ld app from judgt of Justices Grantham & Wright Dated Nov 15, 1896 Nov 20

Dumbleton v Williams, Torrey, & Field, ld app of pltffs from judgt of Mr Justice Vaughan Williams, dated Nov 9, 1896, at trial without a jury, Middlesex Nov 21

F Cutlan (trading as the Cutlan Boot & Shoe Manufacturing Co) v J Dawson & Sons (Crown side) app of pltf from judgt of Justices Grantham & Kennedy, dated October 30, 1896 Nov 23

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

HILARY SITTINGS, 1897.

Notices relating to the Chancery Cause List.

Motions, Petitions, and Short Causes will be taken on the usual days stated in the Hilary Sittings Paper, with the following exceptions—viz.:

Mr. Justice Chitty.—In consequence of Mr. Justice Chitty sitting for the disposal of his lordship's own witness list from Tuesday, Feb 2, until Saturday, Feb 13 (inclusive), his lordship's motions and unopposed petitions will be taken by Mr. Justice North—that is to say, motions on Thursday, Feb 4, and Thursday, Feb 11; unopposed petitions on Saturday, Feb 6, and Saturday, Feb 13. If the witness list should be taken on any days other than those above appointed, due notice will be given. When the witness list is being taken, further considerations will not be taken on the Tuesdays.

Mr Justice North.—In consequence of Mr Justice North sitting for the disposal of his lordship's own witness list from Tuesday, Jan 19, until Saturday, Jan 30 (inclusive), his lordship's motions and unopposed petitions during that time will be taken by Mr. Justice Chitty—that is to say, motions on Thursday, Jan 21, and Thursday, Jan 28; unopposed petitions on Saturday, Jan 23, and Saturday, Jan 30. If witness actions can be taken on any other days than those appointed, due notice will be given.

Mr Justice Stirling.—In consequence of Mr Justice Stirling sitting for the disposal of his lordship's own witness list from Tuesday, Feb 2, until Saturday, Feb 13 (inclusive), his lordship's motions and unopposed petitions during that time will be taken by Mr Justice Kekewich—that is to say, motions and unopposed petitions on Thursday, Feb 4, and Thursday, Feb 11. Witness actions will probably be taken on other days than those mentioned above; of these due notice will be given.

Mr. Justice Kekewich.—The order of business before Mr Justice Kekewich will be as stated on the Sittings Paper. Actions for trial with witnesses will be taken on Tuesday, Jan 19, and continued until the end of the following week. They will also be taken at other times. Notice will be given in the Daily Cause List.

Liverpool and Manchester Business.—Mr. Justice Kekewich will take Liverpool and Manchester business as follows:—

1. Summonses in chambers will be taken on every other Friday afternoon, commencing with Friday, Jan 15.

2. Motions, short causes, petitions, and adjourned summonses on every other Saturday, commencing with Saturday, Jan 16 (except Jan 30).

Mr Justice Romer will take witness actions every day in the order as they stand in his lordship's cause book.

Summonses before the Judge in Chambers.—Justices Chitty, North, Stirling, and Kekewich will sit in court the whole day on every Monday during the sittings to hear chamber summonses.

Summonses adjourned into court will be taken (subject to the witness list) as follows:—Mr Justice Chitty, with non-witness actions, except procedure summonses, which (if any) are taken every Saturday; Mr Justice Stirling, with non-witness actions. Mr Justice North on the days stated in the Hilary Sittings Paper, and on Fridays and Saturdays. Mr. Justice Kekewich on Fridays and Saturdays, and also on other days as the judges may direct.

SPECIAL NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Hilary Sittings the judges will sit for the disposal of their own witness lists as follows:—

Mr Justice Chitty will take his witness list for the ensuing fortnight, beginning on Tuesday, Feb 2, and will sit continuously (Monday, Feb 8, excepted) until Saturday, Feb 13.

Mr Justice North will begin on Tuesday, Jan 19, and sit continuously (Monday, Jan 25, excepted) until Saturday, Jan 30.

Mr Justice Stirling will begin on Tuesday, Feb 2, and sit continuously (Monday, Feb 8, excepted) until Saturday, Feb 13.

Mr Justice Kekewich will begin on Tuesday, Jan 19, and sit continuously (Monday, Jan 25, excepted) until Saturday, Jan 30.

N.B.—If the witness list should be taken on any days other than those above appointed, due notice will be given.

During the fortnight when a judge is engaged on his witness list, motions in causes or matters assigned to him (including ex parte motions, but not including motions relating to the postponement of the trial or hearing of any cause or matter in his lordship's list) and also unopposed petitions assigned to him, will be heard by one of his colleagues as follows:—

Those assigned to Mr Justice Chitty will be heard by Mr Justice North.
Those assigned to Mr Justice North will be heard by Mr Justice Chitty.
Those assigned to Mr. Justice Stirling will be heard by Mr. Justice Kekewich.
Those assigned to Mr Justice Kekewich will be heard by Mr Justice Stirling.

Chancery Causes for Trial or Hearing.

(Set down to Thursday, December 24, 1896, inclusive.)

Before Mr. Justice CHITTY.
Causes for Trial (with witnesses).

In re Trade-Mark No 8,432 of Cecil Fane (trading, &c) and Patents Designs, &c, Acts mtn ordered to go into Witness List
In re Trade-Mark No 180,437 of Monk's Hall & Co, ld, and Opposition thereto of C Fane, &c mtn ordered to go into Witness List
Cleminson v Hewitt act
In re C de Murrieta & Co. ld C de Murrieta & Co, ld v Industrial & General Trust ld act
Lane v Marie Rose Gold Mining Co, ld act
Strasany v Coltman & Baker act
Gillott v Gillott act
Edwards v Witt act
Pneumatic Tyre Co, ld v Marwood & Cross act
Same v Allum act
Abbott v Chaplow act (plts Arnison & Abbott dead)
Tadcaster Tower Brewery Co, ld v Wilson act
In re The Bulfontein Sun Diamond Mine ld & Co's Acts, 1862 to 1890 mtn of G F W Hope ordered to go into Witness List
Ellam v J Lyons & Co, ld act
Brooks v Lycett act
Tweedale v Howard & Bullough, ld act
Vassell v Strauss-Collin act
Automatic Coal Gas Retort Co, ld v Mayor, &c, of Salford act
Gulland v De Bernales act
Rogers v Law Union and Crown Fire & Life Insce Co act
Richards v Kirk act
The Pneumatic Tyre Co ld v The Leicester Pneumatic Tyre & Automatic Valve Co act
In re Kruger's Syndicate ld mtn entered in Witness List by order, July 17, 1896
Leeds & Liverpool Canal Co v Manchester Ship Canal Co act
In re Edwards, Sanders v Edwards act
Bass, Ratcliff, & Gretton, ld v Judah act (pleadings to be delivered)
The Deptford Colour Printing Syndicate, ld v Saunders act
Thompson v Thompson act (transferred from Q. B. Division)
Tribe v Sage act & counter-claim
Colthurst v Leathley act
In re Treherne Weldon v Williams act
Turner v Hardaway act
In re Janes' Petition, 1895, No 10,920 petn ordered to go into Witness List
Mitchell v J Beach, junr act
Ratcliff v Gleadowe act
Brown v Beck act
Davies v Townsend act
Wood v Ive act
Lock v Campbell act
Carlisle Cafe Co, ld v Muse Brothers & Co act set down by order (pleadings to be delivered)
Hunt v Fripp act
Farmer v School Board for London act
Hallett v Musgrave act
Tanner v Tanner act
In re The Bulfontein Sun Diamond Mine, ld & Co's Acts mtn ordered to go into Witness List
Incandescent Gas Light Co, ld v T Curtis & Co act
Same Co v R Ainsworth & Co act
Same Co v Paget act
Same Co v Brand & Co act
Attorney-Gen v Romford Urban District Council act
Hutton v Mines' Contract Co ld act
J Lyons & Sons v Wilkins act & m f j
Paget v Schwabe act
Waterhouse v Clark act
In re Allison's Patent, No 8,618, of 1895 petn entered in Witness List
Raby v Budd act
Roy v Roy act
Sheppard v Cooke act
In re Brouncker Carnegie v Brouncker act
Lagunas Nitrate Co ld v Lagunas Syndicate ld act
Wood v B Verity & Sons act
Pye-Smith v Marriott act
London General Omnibus Co ld v Death act
Craig v Etherington act
Watkins v Fitzmaurice act
De Barreto v Ridley act
Howland v Dover Harbour Board act (pleadings to be delivered)
Nickson v Robertson act & m f j
Incandescent Gas Light Co v Bist act
Barry Ry Co v Taff Vale Ry Co act
Walsall Rural District Council v Hughes act
Beasley v Klingelhofer act
Wadey v City & Surburban Freehold Land Co act
Pneumatic Tyre Co ld v Woodbridge & Co act
Same Co v Goodman & Son act
How v Urban District Council of Carshalton act
Temler v H Stevenson & Sons act
Hawkins v Whitefield act

Before Mr. Justice NORTH.
Causes for Trial (with witnesses).

Collins v Woodfin act (not before Dec 11, 1897)
Bulpett v Link act
Hippisley v Sweet act
In re Pritchard Davies v Evans act
Hughes, Chenery, & Co v Mines Acquisition, &c, Co, ld (transferred from Q B—to come on immediately after No 82)
Willis v Sweet act
Harrop v Harrop act
In re Stevens Cooke v Stevens act
The Aerated Bread Co, ld v Shepherd act
Badische Anilin & Soda Fabrik v H Johnson & Co act
Longfield v Horsfall act
Robson v Stevens act
Bridport v Coulson act & m f j
Fletcher v Nokes act
Liquidation Estates Purchase Co, ld v Leigh act
Fawkes v Lewis act
Puzey v Sweet act
Milne v West Australian Minerals, &c, Co, ld act
Fitzwilliams v Lewis act (pleadings to be delivered)
Caines v Puntis act
In re The Dunlop Truffault Cycle Co, ld (mtn ordered to go into Witness List)
Trotter v Clark act
Pneumatic Tyre Co, ld v Lee act
Same v Fleetwood Tyre Co, ld act
Satchell v Nevill act
Elliot v Bassett act
Dickson v Eking act
Saunders v Price act (without pleadings)
Popham v Brooks act
De Vulitch v Sutherst act & counter-claim
Mossop v Croxford act
Duleep Singh v Hill act & counter claim
The Southall Norwood Urban District Council v Monsted act
Ecroyd v Coulthard act
Pollard v Weicher act
Iles v Lewin act
Leggett v Gardiner act
In re Carter Carter v Lake act
Lockyer v Harvey & Co act
Short v Montefiore act
Dawson v Thompson act
The Rand d'Or Mines ld v Heindorf act
Akbebolaget Separator v Dairy Outfit Co, ld act
Kirk v Kirk act
The London & County Banking Co, ld v Goddard act

Pneumatic Tyre Co, ld v The Ixion Patent Pneumatic Tyre Co, ld act
Bowen v The Aerated Bread Co, ld act
Midland Ry Co v Toplis act
Laycock v Jamieson & W Tuke act
Smith v Rowlands act
C de Murrieta & Co, ld v Galindez act
Spurgeon v R Spurgeon, ld act
Wilkinson v Storry act
Baron v Bernstein act
In re The Marie Rose Gold Mining Co, ld & Co's Acts (expte R Blackshaw) motion ordered to go into Witness List

Before Mr. Justice STIRLING.
Causes for Trial (with witnesses).
West v Alcock act (deft dead)
Gentle v Harmer act restored
In re Harman Harman v Wise adj sumns (ordered to go into Witness List)
De Lissa v Tyser act
Debenham v Foster, Frere, & Co act
Bell v Balls act
Chandler v Freeman act and m f j
Wynne v Rising act
Fenny Stratford Town Hall Co ld v Payne act
Lowe v Sanders act (to be heard with No 14)
Emery v Treacher act
Ross v Ross act
New Moss Colliery Co ld v Manchester, Sheffield, &c Ry Co act
Lowe v Sanders act (No 10 to be heard with this)
Wilding v Sanderson act & m f j
Haggenmacher v Watson, Todd, & Co act
Harding v Fry act
Wainwright v Sutton act
Wainwright v Miller act
Labouchere v Webb act
Barnes v Story act
S Fitton & Son v Hamlyn act
Earl of Dudley v Lowe act
McMahon v Bond act
Symons v Ramsay petn ordered to go into Witness List
Ajello & Sons v Worsley act
In re Parmiter Parmiter v Parmiter act
Automatic Diversions Syndicate v Urry act
Mayor, &c, of Hastings v Taylor Same v Same act (consolidated)
Blott v Cowen act
Vanderpant v Arnold act
Whalley v Dawson act
Dale v Sellick act
Dickinson v Bristol Tramways & Carriage Co, ld (British Thomson, Houston, ld, third parties) act
Pneumatic Tyre Co ld v Gregson act
Sluce v Poole act
In re Hodgson Cobbold v Hodgson act & m f j
Brooks v Lamplugh act
Morris v Kysow act
Incandescent Gas Light Co ld v Swanne & Co act
Hookham v Johnson & Phillips act
Whitlark v Dawes act
Macleod v Mathews adj sums set down in Witness List
Felix Hadley & Co ld v F Hadley act (Birmingham D R)
Jackson v The Cargo Fleet Iron Co ld act
Gipps v Wynne act & m f j
Rose v Neale act
Sumner v Sumner act
Horwood v Inskip act
Jarvis v Jarvis act
Anderson v Manchester, Sheffield, & Lincolnshire Ry Co act
Maconochie v J Livingston & Son act set down by order
Ind, Coope & Co ld v Davies act
Pneumatic Tyre Co ld v English Cycle Co act
Parry v Bulkeley act
Viscount Hood v Coulson act & m f j
Radcliffe v Mayor, &c, of Portsmouth act set down by order (pleadings to be delivered)
In re Tiffin Tiffin v Hamilton act
Hewitt v Wyand act
Attorney-Gen v Kirk act
D'Arcy v D'Arcy act
Nicholson v Brown act (transferred from Q B Division)
Lanchester v Richter act
Jones v Roberts counter-claim set down by order, May 11, 1896
Underhay v Quinn act
Crosbaw v Lyndhurst Ship Co, ld act

Before Mr. Justice KEKEWICH.
Causes for Trial (with witnesses).
Tufnell v Elliott act pt hd (deft dead)
Maxim Nordenfelt, &c, Co, ld v Anderson act restored
Freund v Sewell act
Marshall v Tytherleigh act
Earl Howe v Willis act (set down by deft)
Chalk v Gayton act
In re Bayard Lewis v Bayard act
Mason & Mason, ld v Robson act
Jones Bros & Co v J Hallworth & Son act (Manchester D R)
Hancock v Hancock act
In re Robinson Brooke v Kemp act
In re Caudwell Watson v Caudwell act
Lang v Johnston act
Cox v Harrison act
Banfield v Jonas act (plt dead)
Houghton v Fuller, Smith & Turner act
Mitchell v Pennefather act
Whitley v Haigh act & m f j
Wright v The Financial Assoc, ld act
Sunlight Incandescent Gas Lamp Co, ld v Incandescent Gas Light Co, ld act
Barnes v Haines act
Hoult v Gleadowe act
Whitfield v Whitfield, Hodgsons, & Brough, ld act
Plant v Bourne act
Jones v Williams act
British Natural Premium Provident Assoc, ld v Bywater act
Chapman v Devereux act
Foulis v Baron De L'Isle & Dudley act
London General Omnibus Co, ld v Hines act
Blandy-Jenkins v Earl of Dunraven act
Pneumatic Tyre Co, ld v Hall Bros act
Same v Puncture Proof Pneumatic Tyre Co, ld act
Burton v Jennings act
Fells v Warburton act
Coleman v Bucks & Oxon Union Bank act
In re Cragoe Cragoe v Cragoe (In re A S Cragoe, an infant) adjd sumns
Pullen v Barclay & Sons ld act set down by order without pleadings (to be in List next after cases advertised, by order)
Newcombe v Property & Estates Co ld act
Wilson v Aldwinckle act
Foat v Clark act
Groome v Ricci act
Devon & Cornwall Banking Co, ld v Honey act
Paul v Paul act

Before Mr. Justice VAUGHAN WILLIAMS.
(Sitting as an additional Judge of the Chancery Division.)
Motions.
Companies (Winding-up).
W Brock & Son ld (transfer proceedings)
African Landed Estates Co ld (for discharge of order dated June 21, 1894, as regards applicant)
London & General Bank ld (to compel attendance of witness)
London & West of England Contract Co ld (leave to issue writ of attachment)
Colonial Debenture Corpn ld (vary order refusing public exmn)
Ormonde Gymnastic Club, ld (for leave to issue writ of attachment)
Hemp Yarn & Cordage Co, ld (to discharge order dated March 7, 1896)
Southern Counties Deposit Bank, ld (to appoint liquidator)
International Commercial Co, ld (for committal)
Thomas Edward Brinsmead & Sons ld (to stay winding up order)

Chancery Division.
Black v Williams & Victoria Steamboat Assocn, ld (delivery up of possession)
Waites v Hemp Yarn & Cordage Co, ld (m f j)

Companies (Winding-up).
Petitions.
Joseph Bull Sons & Co ld (petn of M T Shaw & Co)
Glamorgan Central Permanent Benefit Building Soc (petn of the Co)
Industrial Securities Investment Co, ld (petn of E A Hamblyn)
Bidasoa Ry and Mines ld (petn of F Thorn)
Woolley Coal Co ld (Yorkshire Banking Co ld)
Dawe & Co, ld (petn of A Witchurch)
Candelaria Waterworks & Milling Co ld (petn of J L Whelen & anr)
Eastern Counties Bacon Factory ld (petn of Lalor and Kinderaley)
Otis Steel Co, ld (petn of Laura Relton)
G & S Bracknell ld (ptn of the Continental Bottle Co)
South Kent Water Co (ptn of James Oakes & Co)
Pontypridd Improvements Co ld (petn of P J Dunn and ors)
Goodwins, Jardine & Co ld (petn of the Industrial and General Trust ld
Louis Tussaud's New Exhibition ld (petn of the Midland Ry Co of Derby)
Moore Bros & Co ld (petn of Nicholas, Sons & Daniels)
Anderson & Son ld (petn of Morgan Bros)

Before Mr. Justice ROMER.
Causes for Trial (with witnesses).
Ogilvie v Littleboy act restored (Jan 12)
In re Kemp-Welch Aldridge v Kemp-Welch act restored
Reid v Reid act (Feb 11)
Stapleton v Lyles act (not before Easter Sittings)
Caldwell v Hydro-Oxy Gas Patent Proprietary ld act
Symons v Wood act (pleading to be delivered)
Transferred by Order, dated June 30, 1896.
Ehrmann v Ehrmann (1894—E—762) act (not before Jan 18)
Ehrmann v Ehrmann (1895—E—1,108) act (not before Jan 18)
Pneumatic Tyre Co ld v Friswell act
Walker v Hebden act
Pneumatic Tyre Co, ld v Birney act
Same v Standard Tyre Co, ld act
In re Weiners, ld, & Co's Acts, 1862 to 1890 motn entered in Witness List (Jan 18)
Woods v The Waitekauri Extended ld act
Defries v Sherwood & Sons act
The Pneumatic Tyre Co ld v Swift & Co act set down by order dated April 24, 1896
London & County Banking Co ld v Preston act
Pneumatic Tyre Co ld v Powell & Barstow act
Thunder v Barnato Bros act (s o 21 days after delivery to defts of plt's answer to interrogatories, June 10, 1896)
Hollings v Hollings act
Bletcher v The Hatfield Chase Warping & Improvement Co act (plt dead)
In re Roberts Knight v Roberts act
Duncan & Co v Greenhill act
Smith v Sykes act
Thomas v Travis act
Irvine v Tennant act
Kersey v Bexley Heath Ry Co act
Wimshurst, Hollick & Co ld v National Telephone Co act (not before Jan 18)
Lewis v Jones act (without pleadings)
Prust v Marie Rose Gold Mining Co ld act Stanley v The Same Co act In re Marie Rose Gold Mining Co, ld & Co's Acts (expte Newman) motn entered in Witness List In re The Same (expte W J Sloper) motn entered in Witness List In re The Same (expte A Voight) motn entered in Witness List In re The Same (expte W Skinner) motn entered in Witness List In re The Same (expte J Cocking) motn entered in Witness List In re The Same (expte J E Paice) motn entered in Witness List actions and motions to come on together
Nasch's Patent Book Sewing Machine Co ld v Nasch act
In re Turner Barker v Ivimey act and third party notice
Winch v Flight act
Rymer v McIlroy act
Menzies v Addleshaw act
Roberts v Honduras Government, &c, Co, ld act
United Trust Co, ld v Menzies act (s o until depositions filed)
Farr v Hiscock act
Barritt v Bryan, Donkin & Co, ld act
In re Cotton Buckett v Cotton act
Hicks v National Telephone Co, ld act
Inman v Goss act
Howells v Williams act
W. Clover, ld v Clover act
Harris v County Council of Northamptonshire act (not before Jan 25)
The Canadian and American Mortgage & Trust Co, ld v Menzies act (s o until depositions filed)
Lancelotte v. Shepherd action
Manchester Trust ld v Menzies act (s o until depositions filed)

(*To be continued.*)

HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.

MASTERS IN CHAMBERS FOR HILARY SITTINGS, 1897.

A to F.—Mondays, Wednesdays, and Fridays, Master Kaye. Tuesdays, Thursdays, and Saturdays, Master Johnson.

G to N.—Mondays Wednesdays, and Fridays, Master Macdonell. Tuesdays, Thursdays, and Saturdays, Master Butler.

O to Z.—Mondays, Wednesdays, and Fridays, Master Wilberforce. Tuesdays, Thursdays, and Saturdays, Master Manley Smith.

A to F.—All applications by Summons or otherwise in Actions assigned to Master Pollock are to be made returnable before him in his own Room, No. 173, at 11.30 a.m. on Tuesdays, Thursdays, and Saturdays.

G to N.—All applications by Summons or otherwise in Actions assigned to Master Walton are to be made returnable before him in his own Room, No. 175, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.

O to Z.—All applications by Summons or otherwise in Actions assigned to Master Archibald are to be made returnable before him in his own Room, No. 109, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.

The Parties are to meet in the Ante-room of Masters' Chambers, and the Summonses will be inserted in the Printed List for the day after the Summonses to be heard before the Master sitting in Chambers, and will be called over by the Attendant on the respective Rooms for a first and second time at 11.30, and will be dealt with by the Master in the same manner as if they were returnable at Chambers.

BY ORDER OF THE MASTERS.

THE PROPERTY MART.

RESULT OF SALE.

SALE OF LIFE POLICIES AND REVERSIONS.

Messrs. H. E. FOSTER & CRANFIELD held the first sale of the new year at the Auction Mart, Tokenhouse-yard, E.C., on Thursday, the 7th inst., when they conducted their usual fortnightly sale of these investments. The following are some of the prices realized:

ABSOLUTE REVERSIONS:		
To one twenty-fourth of £11,990; to one thirty-sixth of the same amount; and to one-sixth of £3,958; life aged 69½ ...	Sold	£640
To one-fifth of £7,166 Two-and-a-Half per Cent. Consolidated Stock; life aged 60	,,	870
POLICIES OF ASSURANCE:		
For £500, life 57	,,	200
For £1,000, life 46	,,	250
For £3,000, life 49	,,	1,030
For £1,000, life 41	,,	150
Two Policies, £1,000 each, life 62	,,	1,225

The total of the sale was about £5,000.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Jan. 1.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

HALL & Co, LIMITED, 47, Stanley st, Bury, Drapers—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to H. J. Chaloner, 49, Princess st, Manchester. Walker, Manchester, solor to the liquidator

NEWCASTLE-UPON-TYNE THEATRE, LIMITED—Creditors are required, on or before Feb 12, to send their names and addresses, and the particulars of their debts or claims, to Edward Charles Hoile, 16, Victoria st, Westminster

UNITED KINGDOM STEAM TRAWLING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Feb 15, to send their names and addresses, and particulars of their debts or claims, to George Crosbaw, 116, Fenchurch st. Duncan, 21, Leadenhall st, solor

WORLD'S TREASURE, LIMITED—Creditors are required, on or before Jan 27, to send their names and addresses, and particulars of their debts or claims, to Gaskell & Horne, 8, Princes st Steadman & Praagh, 23, Old Broad st, solors to liquidators

FRIENDLY SOCIETIES DISSOLVED.

SANCTUARY TWO SISTERS 237 OF THE ANCIENT ORDER OF SHEPHERDS FRIENDLY SOCIETY, Black Bear Inn, Moor st, Ormskirk, Lancs. Dec 9

WANDSWORTH LIBERAL AND RADICAL CLUB, 6, Craven terr, East hill, Wandsworth. Dec 16

SUSPENDED FOR THREE MONTHS.

EYE MUTUAL HELP SOCIETY, Red Lion Inn, Eye, Peterborough, Northampton. Dec 22

GLENFIELD MALE FRIENDLY SOCIETY, Infant Schoolroom, Glenfield, Leics. Dec 22

GOOD INTENT LODGE OF ANCIENT ODDFELLOWS FRIENDLY SOCIETY, White Lion Inn, Mousehill, Witley, Surrey Dec 22

KIRKHEATON NEW FRIENDLY SOCIETY, Beaumont Arms Inn, Kirkheaton, York Dec 22

London Gazette.—TUESDAY, Jan. 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

MAY GERGER, LIMITED—Creditors are required, on or before Feb 15, to send their names and addresses, and the particulars of their debts and claims, to Charles Walter Grimwade, 38, Coleman st

SAM'S WEALTH OF NATIONS GOLD AND EXPLORATION, LIMITED—Creditors are required, on or before Feb 6, to send their names and addresses, and the particulars of debts or claims, to Charles Harrison Venning, 93, Old Broad st Burgoyne & Co, Gresham st, solors for liquidator

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec. 15.

BORN, GUSTAVUS EDWIN, Brighton, Commission Agent Jan 15 Curnock v Born, Chitty J Mason, Chancery lane

SCRESTON, JAMES, Kingston on Hull, Bookbinder Jan 12 Smith v Wilson, Chitty, J Wilson, Kingston on Hull

WHICHER, GEORGE, Havant, Southampton, Butcher Jan 28 Horn v Whicher, North, J Longcroft, Havant

London Gazette.—TUESDAY, Dec. 22.

MORGAN, MARGARET ELIZABETH, Mordan, Rhyl, Flint Jan 30 Morgan v Jones, Stirling, J Francis, Denbigh

London Gazette.—FRIDAY, Dec. 25.

HEYWOOD, JOHN, Lynton, Devon, Hotel Proprietor Feb 1 Heywood v Heywood, Stirling, J Toller & Roberts, Barnstaple

RIPLEY, JOHN, Gt Grimsby, Clothier Feb 5 Wilkin v Brackenbury, Chitty, J Wilkin, Gt Grimsby

SOWTON, HENRY, Bedford row, Solicitor Jan 19 Ewens v Tooley, Chitty, J Sowton, John st, Bedford row

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec. 22.

ALEXANDER, PHILIP, and PHILIP ARTHUR ALEXANDER, Sunnyside, nr Abergavenny Jan 31 Davis, Abergavenny

BARKER, ISAIAH, Hacheston, Suffolk, Blacksmith Jan 22 Welton, Woodbridge

BARNETT, SAMUEL, Warwick Jan 22 Handley & Co, Warwick

BETTY, SAMUEL CHAPMAN, Bognor Jan 20 Bird & Hamer, Bedford row

BOOTHBY, MARY ANN, Surfleet, Lincoln Jan 25 Calthrop & Bonner, Spalding

BRAMLEY, JOHN, Liverpool Feb 1 Pennington & Higson, Liverpool

CEARNS, SAMUEL, Birkenhead Feb 1 Peacock & Co, Liverpool

CHEW, EDWARD, Clayton le Dale, Lancs Jan 8 Leeming, Blackburn

COOKE, JOHN, Old Sontley Farm, nr Wrexham, Farmer Dec 31 Evans, Wrexham

CROOK, SARAH ANN, Keynsham, Somerset Feb 1 Tarr & Arkell, Bristol

GAMACK, MARY ANN, Sunderland Jan 14 Burnicle, Sunderland

GOOCH, ALICE ELIZABETH, Dawlish, Devon Feb 18 Roberts & Andrew, Exeter

GOODMAN, BENJAMIN, Gledhow, Leeds Jan 15 Newstead, Leeds

GROVE, SAMUEL, Evesham, Worcester, Market Gardener Mar 2 Byrch & Cox, Evesham

GUY, Lady ANNE ELIZABETH, Baden Baden, Germany Jan 31 Simpson & Co, Moorgate st

HAPP, HEINRICH JOSEPH, Cassel, Germany, Clergyman Jan 29 Goldberg & Co, West st, Finsbury circus

HEWSON, JOHN HARDY FITZGERALD, Union Club, Trafalgar sq Jan 30 Rehders & Higgs, Mincing lane

HOUGHAM, MARY, Deal Jan 23 Brown & Brown, Deal

KERVILL, ROBERT, Clifton Wood, Bristol Jan 15 Lister & Co, Wakefield

KERR, GEORGE JOBLING, Huyton, Lancaster, Chemist Jan 20 Steinforth, Liverpool

LEIGH, ELLEN MARY, Stechford, Worcester Jan 23 Chinn, Birmingham

LIST, MARY ANN, Edgbaston Jan 30 Jagger, Birmingham

MACK, JAMES, Norwich, Licensed Victualler Jan 22 Goodchild, Norwich

PAGE, JAMES, Gt Clacton, Essex, Farmer Jan 8 Howard & Co, Colchester

PAGE, HARRIETT, Udimore, Sussex Jan 19 Smith, Rye

PARRY, ALBERT, Chester Jan 12 Brassey, Chester

REED, JOHN, Gateshead, Durham, Joiner Jan 21 Chartres & Youll, Newcastle upon Tyne

REID, GEORGE, Hampstead, Merchant Jan 31 Norton & Co, Victoria st

VINCENT, WILLIAM CLARKE, Boston. Spa, York Feb 1 Claude Leatham & Co, Wakefield

WHITE, MARY ANN, Guilford st, Russell sq, Jan 7 Fladgate & Co, Craig's court

WILLIAMS, EMMA MARY, Bath Jan 22 Bevan & King, Chancery lane

London Gazette.—FRIDAY, Dec. 25.

BALL, CAROLINE, Bristol Feb 15 Cumberland, Bristol

BRAMLEY, The Rev THOMAS, D.D., Warwick Jan 23 Blake & Heseltine, Serjeants inn

CAMPION, The Rev WILLIAM MAGAN, Cambridge Mar 25 Ginn & Matthew, Cambridge

CHAPEN, SAMUEL, Deptford Feb 27 Millar, Southwark

CLARKE, GEORGE FREDERICK, Wormingford, Essex, Farmer Jan 30 Marshall & Potter, Colchester

CORY, CHARLES, Bradstone, Devon Jan 18 Johnstone, Tavistock

CROOKES, ANN, Sheffield Jan 31 Saunders & Nicholsons, Wath upon Dearne, nr Rotherham

CRUMP, JAMES BEWLEY, Balham, Chartered Accountant Jan 19 Hugill, Cannon st

DAVIES, WILLIAM SAMUEL, Gt Yarmouth Jan 28 Diver & Preston, Gt Yarmouth

DE LACHY, LOUISA, Newcastle upon Tyne Feb 15 Dickinson & Co, Newcastle upon Tyne

DE VIDAUD, ELEANOR ISABELLA, Chiswick Feb 21 Hextall, Basinghall st

FREWEN, RICHARD, Innishannon, Cork Feb 23 Cunliffes & Davenport, Chancery lane

GARDNER, JAMES CLARK, Washington, Durham, Surgeon Jan 20 Young, South Shields

HANCOCK, JOHN, Newcastle upon Tyne Jan 31 Mather & Co, Newcastle upon Tyne

HANSON, HANNAH, Halifax Jan 1 Foster, Halifax

HANSON, SAMUEL, Halifax Jan 1 Foster, Halifax

HARROP, ANN, Birkenhead Jan 30 Thornley & Cameron, Liverpool

HOLLAND, SARAH, Cambridge Feb 1 A H & A Ruston, Newmarket

HORNBY, HUGH BREAKILL, New Brighton, Chester Feb 2 Gibbins & Arkell, Liverpool

HORROCKS, SAMUEL, Blackpool Jan 27 Anderton, South Shore, Blackpool

HOWELL, SARAH ANN, King's Heath, Worcester Feb 1 Wright & Marshall, Birmingham

HUBBARD, WILLIAM JAMES, Plymouth Feb 6 Brown & Brown, Deal

HUNTER, JOHN, Staff Surgeon Jan 21 Leighton & Savory, Clement's inn, Strand

MEADOWS, SARAH, Hereford Feb 1 Van Sandau & Co, King st

MCROBINSON, ELIZABETH, Westmoreland Jan 8 Arnison & Co, Penrith

NOBLETT, THOMAS, Blackpool Feb 2 May, Blackpool

PEACOCK, WILLIAM HENRY, Bradford, Manchester, Engineer Feb 28 Lawson & Co, Manchester

PLAYLE, THOMAS, Hennoker mews, Callow st, Cab Owner Jan 23 Donaldson, Bedford row

PUCKLE, HENRY JOHN, Notting hill Jan 25 Lea, Sherborne lane

REES, MOSES ARTHUR, Llanegwad, Carmarthen Jan 21 Barker & Co, Carmarthen

ROOKE, ANNE TARRANT, West Malvern, Worcester, Nurse Feb 1 Gilmore & Co, Bristol

Bitver, Robert Cocksedge, Suffolk, Farmer Feb 22 Jackaman & Co, Ipswich
Stephens, George, Broadheath, nr Altrincham Jan 27 Sedgley & Co, Knutsford
Stewart, Walter, Suffolk pl, Pall mall, Rear Admiral Jan 25 M & H Turner, Sackville st
Sutcliffe, Isaac, Rochdale Feb 1 Brierley & Hudson, Rochdale
Webb, John, Hannington, Hants, Farmer Jan 26 Barnes, Kingsclere, nr Newbury

London Gazette.—Tuesday, Dec. 29.

Bagot, Lucy Matilda, Erdington, Warwick Feb 12 Colmore & Monckton, Birmingham
Barker, Thomas, Manchester Licensed Victualler Feb 1 Withington & Co, Manchester
Bradford, George Nichol James, Park lane Jan 23 Prideaux & Sons, Goldsmith's Hall
Carson, Joseph, Liverpool Jan 25 Newman & Kent, Liverpool
Evelyn, Charles William Glanville, Wotton, Surrey Feb 1 Farrer & Co, Lincoln's inn fields
Fox, Emma, Liverpool Jan 25 Newman & Kent, Liverpool
Grant, Joseph, Maida Vale Feb 27 Bolton & Co, Temple grdns
Hill, Emily, Ketley Sands, Salop, Grocer Feb 18 Carrane, Wellington
Holford, Henry, Godley Hyde, Chester Jan 30 Hervey & Co, Hyde
Litchfield, Edward Swan, Charterhouse sq Jan 30 Pennington & Son, Lincoln's inn fields
Morris, William, Lechlale, Gloucester, Artist Feb 1 C R Sawyer & Ellis, Laurence Pountney hill
Slater, William, Liverpool Jan 25 Newman & Kent, Liverpool
Thistlewaite, William, Nantwich Jan 13 Speakman & Flowerdew, Crewe
Ware, Wallace Walter, Southwark Feb 8 Rossiter, Coleman st

London Gazette.—Friday, Jan 1.

Blake, Alfred James, Southsea Feb 29 Sherwin, Portsmouth
Calow, James, Brampton, Derby Jan 30 Jones & Middleton, Chesterfield
Carter, William Richard, Lee Feb 7 Kirk, Paternoster row
Drar, Charles Power, Maidstone, Kent Jan 31 Frederick Stenning, Maidstone
Dickinson, John Rhett, Chester st, Grosvenor pl March 1 Bircham & Co, Parliament st
Dives, William, Lingfield, Surrey Feb 2 Head & Sons, East Grinstead
Fair, William, Withington, Lancs, Gardener Jan 28 Dixon & Linnell, Manchester
Forster, Eliza, Tunbridge Wells Feb 1 Roberts, Cannon st
Garbutt, Elizabeth, Kingston upon Hull Feb 1 Thompson & Co, Hull
Goodridge, Elizabeth, Kensington Feb 4 C & E Woodroffe, Eastcheap
Harding, Agnes Julia, Knightsbridge Jan 30 Hudson, Furnival's inn
Hardy, Uriah, Fulstone, York Feb 9 John Sykes & Son, Huddersfield
Herbert, Edmund Thomas, Southsea March 1 Powning, Salisbury, Wilts
Jackson, Wyrill Bottomley, Sheffield Feb 1 Nixon, Sheffield
Johnson, Maria, Leamington Feb 1 Wright & Hassalls, Leamington
Khan, Meer Wuzier Alli, Hyderabad April 24 Rising & Ravenscroft, Leadenhall st
Lee, Spencer, Regent's Pk Feb 8 Comins, Gt Portland st
Lown, Francis, Hove, Sussex Feb 13 H Williams, Brighton
Merchant, Henry, Lingfield, Surrey Feb 2 Head & Sons, East Grinstead
Mason, Ann, Middlesborough Feb 1 Jackson & Jackson, Middlesborough
Merry, Isabella, Chiswick Feb 6 Carnley, Alford, Spilsby
Merry, Samuel Williamson, Chiswick Feb 6 Carnley, Alford, Spilsby
Millard, John, Ogbourne, Wilts Jan 31 Withy, New Swindon
Moss, Joseph, Fulham March 1 Blake & Co, Portsmouth
North, Edwin, Aylesbury, Bucks Feb 5 Wilkins, Aylesbury
Perrott, Mary Caroline, Ferndale, Glam Feb 1 Morgan & Co, Pontypridd
Perrott, William Rosser, Ferndale, Glam Feb 1 Morgan & Co, Pontypridd
Phillips, John, Wolverhampton Hunt & Skidmore, Wolverhampton
Raddon, Edward, Exeter, Licensed Victualler Jan 30 Friend & Co, Exeter
Roberts, The Rev John, Berriew, Montgomery Feb 6 Robbins & Co, Victoria Embankment
Stanley, The Rev George Sloane, Fareham, Hants Jan 20 Reeves & Son, Temple chmbrs

London Gazette.—Tuesday, Jan. 5.

Bastin, James, Acton Feb 16 Brown, Lincoln's inn fields
Brownsword, Walter Henry, Kentish Town Feb 16 Tickle, Crown ct, Cheapside
Cade, David John, Herne Bay, Kent Jan 14 H C Jones, Herne Bay
Coldwells, Francis Moses, Bournemouth March 2 Tickle, Crown ct, Cheapside
Cooper, Josiah Charles, jun, Reddish, nr Manchester March 1 Peet, Manchester
Dickinson, John Rhett, Chester st, Grosvenor pl March 1 Bircham & Co, Parliament st
Dixey, William, Gt Clacton, Essex March 1 Marshall & Potter, Colchester
Dyson, Arthur Kaye, Brooklands, Chester Feb 6 Crofton & Co, Manchester
Ellis, Henry Emily, Balham Feb 13 Rooper & Whately, Lincoln's inn fields
Gleave, John, Frodsham, Chester, Joiner Jan 18 Linaker & Linaker, Runcorn
Green, Edward Benton, Stoughton, Sussex, Farmer Jan 30 Gregory, Chichester
Gull, Arthur Manico, Rio de Janeiro, Brazil Feb 13 Radcliffe & Co, Craven st Charing Cross
Hambloch, Hermann Arnold, Whitechapel Feb 15 Simmons, Finsbury pavement
Harrison, Richard, Sheriff Hutton, York, Butcher Feb 20 J H Turner, York
Houghton, Agnes, Hove Feb 7 Foster & Co, Queen st pl, Cannon st
Knapp, Matthew Grenville Sanwell, Linford, Bucks Feb 13 Rooper & Whately, Lincoln's inn fields
Lawman, Dame Emma, Kensington Feb 2 Reeve, Gray's inn sq
Mitchell, James, Prestwich, nr Manchester, Butcher March 1 Withington & Co, Manchester
Morgan, Sarah Ann, St Leonard on Sea Feb 6 Hough, Bankruptcy bldgs, Carey st
Nadin, Hannah Fisher, Kersal, Manchester Feb 27 Farrar & Co, Manchester
Rutter, Henry, Maida Vale Feb 9 Rutter & Veitch, Clifford's inn, Fleet st
Seymour, William, Chalvey, Bucks, Carman Feb 12 Barrett, Slough
Weale, Thomas William, Horley, Surrey Feb 5 Harker, Brighton
Whiteley, John, Liversedge, York, Yeoman Jan 31 Mitcheson, Heckmondwike

BANKRUPTCY NOTICES.

London Gazette.—Friday, Jan. 1.

RECEIVING ORDERS.

Addersley. Frederick Cecil, Bream's bldgs High Court Pet Dec 17 Ord Dec 29
Amery, William Thomas, and Thomas James Amery, Wellington, Somerset, Coachbuilders High Court Pet Dec 29 Ord Dec 29
Bannerman, Mark Alfred, Leadenhall st, Sponge Merchant High Court Pet Dec 7 Ord Dec 29
Billing, Timothy, Southsea, Butcher Portsmouth Pet Dec 30 Ord Dec 30
Bird, Alfred, Stepney, Cheesemonger High Court Pet Dec 26 Ord Dec 26
Broster, John, Neston, Cheshire, Farmer Birkenhead Pet Dec 29 Ord Dec 29
Bruce, Edward Maunsell, Cheltenham Cheltenham Pet Dec 18 Ord Dec 30
Brumby, Ellerby, Southport Liverpool Pet Dec 30 Ord Dec 30
Burby, Elias, Leeds Leeds Pet Dec 30 Ord Dec 30
Clayton, Thomas William, Carshalton, Surrey, Market Gardener High Court Pet Dec 28 Ord Dec 28
Dallas, James, Newcastle on Tyne Durham Pet Dec 12 Ord Dec 30
Darton, Charles, Gosmore, nr Hitchin, Herts, Wood Dealer Luton Pet Dec 30 Ord Dec 30
Edwards, Thomas, Lye, Worcesters, Miner Stourbridge Pet Dec 16 Ord Dec 10
Gorham, Alfred, Staplehurst, Kent, Baker Maidstone Pet Dec 29 Ord Dec 29
Gulliver, Sarah Elizabeth Marchant, Ealing, Schoolmistress Brentford Pet Dec 1 Ord Dec 29
Gundy, Henry Arthur, Leicester, Furniture Dealer Leicester Pet Dec 29 Ord Dec 29
Griffiths, William, Wrexham, Seedsman Wrexham Pet Dec 21 Ord Dec 30
Harris, Philip, Leeds, Schoolmaster Leeds Pet Dec 29 Ord Dec 29
Hutchinson, Job, Morley, Yorks, Coal Merchant Dewsbury Pet Dec 30 Ord Dec 30
Kendrick, John Adams, Chester, Bill Poster Chester Pet Dec 29 Ord Dec 29
Kirkpatrick, John Harry, Denton, Lancs Ashton under Lyne Pet Dec 30 Ord Dec 30
Norris, Mary Sarah Merchant, Frome, Somersets Brentford Pet Dec 29 Ord Dec 29
Nott, John George Latham Fleydell, Coventry st High Court Pet Dec 3 Ord Dec 30
Parkin, Henry Samuel, Ripon, Cabinet Maker Northallerton Pet Dec 24 Ord Dec 24
Pearce, William Garibaldi, Chiswick, Bootmaker Brentford Pet Dec 29 Ord Dec 29
Pinbury, E F Hastings, Finsbury pavement, Woollen Agent High Court Pet Dec 15 Ord Dec 30
Raper, Mary Jane, Earl's Court High Court Pet Dec 8 Ord Dec 30
Rich, William James Rattenbury, Devonport, Farm Labourer Plymouth Pet Dec 29 Ord Dec 29
Ross, Samuel, Scarborough, Grocer Scarborough Pet Dec 30 Ord Dec 30
Stockdale, Joe, Huddersfield, Boot Maker Huddersfield Pet Dec 22 Ord Dec 22
Tipping, Patrick, Bolton, Greengrocer Bolton Pet Dec 29 Ord Dec 29
Trower, William, Stoke Newington Edmonton Pet Dec 29 Ord Dec 29
Wilson, George William, Laisterdyke, Yorks, Confectioner Bradford Pet Dec 29 Ord Dec 29

Amended notice substituted for that published in the London Gazette of Dec 25:

Anstey, Robert, Bishopston, Glos, Grocer Bristol Pet Dec 21 Ord Dec 21

FIRST MEETINGS.

Abbott, Edward Henry, Strand, Publican Jan 11 at 11 Bankruptcy bldgs, Carey st
Amery, William Thomas, and Thomas James Amery, Seymour pl, Bryanston sq, Coachbuilders Jan 8 at 2.30 Bankruptcy bldgs, Carey st
Barnell, James, Senghenydd, Glam, Baker Jan 8 at 3 65, High st, Merthyr Tydfil
Browne, John Edward, Forest Gate, Essex, Financial Agent Jan 8 at 1 Bankruptcy bldgs, Carey st
Bundey, William Page, Southampton, Builder Jan 12 at 3.15 Off Rec, 4, East st, Southampton
Cash, Alexander William, Laurence Pountney hill Jan 11 at 12 Bankruptcy bldgs, Carey st
Clark, George James, Bowness, Westmrld, Architect Jan 9 at 11.30 Grosvenor Hotel, Stramongate, Kendal
Colley, William Henry, Fernhill Heath, Worcs Jan 9 at 11.30 Off Rec, 45, Copenhagen st, Worcester
Crisp, Arthur Frederick Rowan, Cross lane, Eastcheap, Wine Merchant Jan 8 at 11 Bankruptcy bldgs, Carey st
Davies, John Lewis, Abercynon, Glam, Tailor Jan 11 at 3 65, High st, Merthyr Tydfil
Eagles, Charles, Bedford, Baker Jan 11 at 11.30 Off Rec, 8a Paul's sq, Bedford
Eisenhofer, Anthony Augustus, Twickenham, Tutor Jan 9 at 11.30 Off Rec, 95, Temple chmbrs, Temple avenue
Freeman, Robert England, Hexham, Engineer Jan 11 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
Glover, William Herbert, Southport, Stockbroker Jan 12 at 12 Off Rec, 35, Victoria st, Liverpool
Gorham, Alfred, Staplehurst, Kent Jan 13 at 10.30 Off Rec, 9, King st, Maidstone
Heywood, James Graham, Didsbury, Ironfounder Jan 8 at 11.30 Off Rec, County chmbrs, Market pl, Stockport
Ingram, William, Weston Turville, Bucks, Bearhouse Keeper Jan 11 at 10.30 George Hotel, Aylesbury
James, George William, Wolverhampton, Grocer Jan 11 at 11.30 Off Rec, Wolverhampton
Jones, David, Craigfargoed, Glam, Builder Jan 12 at 3 65, High st, Merthyr Tydfil
Jones, Thomas Powell, Swansea, Builder Jan 12 at 12 Off Rec, 31, Alexandra rd, Swansea
Lawes, Ernest Lingwood, Hove, Draper Jan 8 at 12 Off Rec, 4, Pavilion bldgs, Brighton
Legg, William, Othery, Somersets, Corn Factor Jan 8 at 11 Mr Tamlyn, High st, Bridgwater
Leigh, Harry Wilcock, Sale, Cheshire, Salesman Jan 8 at 3 Off Rec, Byrom st, Manchester
Packer, Edmund Horace, Kendal, Westmorland, Music Master Jan 9 at 12.30 Grosvenor Hotel, Stramongate, Kendal
Parrott, Frederick Thomas, Felmersham, Beds, Farmer Jan 11 at 11 Off Rec, 8a Paul's sq, Bedford
Pickersgill, William, Wakefield Jan 8 at 11 Off Rec, 6, Bond ter, Wakefield
Price, John, Penydarren, Merthyr Tydfil, Licensed Victualler Jan 12 at 12 65, High st, Merthyr Tydfil
Pulman, Edwin John, Merthyr Tydfil, Confectioner Jan 12 at 3 65, High st, Merthyr Tydfil
Saul, William, Bowness on Windermere, Draper Jan 9 at 12 Grosvenor Hotel, Stramongate, Kendal
Sharrad, John Henry, Loughborough, Haberdasher Jan 8 at 12.30 Off Rec, 1, Berridge st, Leicester
Slater, John Clement, Longton, Staffs, Leather Dealer Jan 8 at 12 Off Rec, King st, Newcastle under Lyme
Smith, Joseph Manton, Northampton, Builder Jan 9 at 11.30 County Court bldgs, Northampton
Stockdale, Joe, Huddersfield, Boot Maker Jan 11 at 11 Off Rec, 19, John William st, Huddersfield
Thomas, Samuel, Ardwick, Manchester Jan 8 at 2.30 Off Rec, Byrom st, Manchester
Thompson, Michael Cawthorn, Newcastle on Tyne, Engineer Jan 11 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
Tipping, Patrick, Bolton, Greengrocer Jan 12 at 11 16, Wood st, Bolton
Wenzel, Johan Carl Emil Hubert, Buxton, Hairdresser Jan 8 at 12 Off Rec, County chmbrs, Market place, Stockport
West, Frederick George, Hove, Sussex, Jute Merchant Jan 11 at 2.30 Off Rec, 4, Pavilion bldgs, Brighton
White, Frederick, Biggleswade, Beds, Tinman Jan 11 at 12 Off Rec, 8a Paul's sq, Bedford
Whittaker, David, Blackburn Jan 13 at 1.30 County Court house, Blackburn

ADJUDICATIONS.

BILLING, TIMOTHY, Southsea, Butcher Portsmouth Pet Dec 30 Ord Dec 30

BIRD, ALFRED, Stepney, Cheesemonger High Court Pet Dec 28 Ord Dec 28

BURBY, ELIAS, Leeds Leeds Pet Dec 30 Ord Dec 30

BRUMBY, ELLERBY, Southport, Joiner Liverpool Pet Dec 30 Ord Dec 30

CRISP, ARTHUR FREDERICK ROWAN, Cross In, Eastcheap, Wine Merchant High Court Pet Nov 30 Ord Dec 28

DOBSON, LOUISA ANNE, Hastings Hastings Pet Nov 18 Ord Dec 22

EDWARDS, THOMAS, Lye, Worcester Stourbridge Pet Dec 10 Ord Dec 10

FORCE, ARTHUR, Gosport, Draper Portsmouth Pet Dec 3 Ord Dec 29

GEORGE, CHARLES FREDERICK, Midhurst, Sussex, Grocer Brighton Pet Nov 18 Ord Dec 30

GORHAM, ALFRED, Staplehurst, Kent, Baker Maidstone Pet Dec 23 Ord Dec 29

GUNBY, HENRY ARTHUR, Leicester, Furniture Dealer Leicester Pet Dec 29 Ord Dec 29

HARRIS, PHILIP, Leeds, Schoolmaster Leeds Pet Dec 29 Ord Dec 29

HOEFFLER, MARTIN, Bramley rd, Notting Hill, Baker High Court Pet Dec 3 Ord Dec 24

HUTCHINSON, JOB, Morley, Yorks, Coal Merchant Dewsbury Pet Dec 29 Ord Dec 30

KENDRICK, JOHN ADAMS, Chester, Billposter Chester Pet Dec 24 Ord Dec 29

JACKSON, WALTER EVANS, St Mildred's ct, Poultry High Court Pet Sept 30 Ord Dec 28

JOHNSON, JAMES PARNELL, Middle Rasen, Lincs, Farmer Lincoln Pet Dec 2 Ord Dec 29

MACIVER, DONALD, Bradford, Photographer Leeds Pet Nov 5 Ord Dec 29

NORRIS, MARY SARAH MERCHANT, Frome, Somerset Brentford Pet Dec 29 Ord Dec 29

PARKIN, HENRY SAMUEL, Ripon, Yorks, Cabinet Maker Northallerton Pet Dec 24 Ord Dec 24

PEARCE, WILLIAM GARIBALDI, Chiswick, Bootmaker Brentford Pet Dec 29 Ord Dec 29

RICH, WILLIAM JAMES RATTENBURY, Devonport, Farm Labourer Plymouth Pet Dec 29 Ord Dec 29

ROSS, SAMUEL, Scarborough, Grocer Scarborough Pet Dec 30 Ord Dec 30

RUSSELL, LEWIN GRIBB, Regent's Park High Court Pet Nov 28 Ord Dec 28

SMITH, CHARLES, Rotherhithe High Court Pet Oct 17 Ord Dec 24

SPRIGHT, ARTHUR, and JOHN SPRIGHT, Leeds, Contractors Leeds Pet Nov 14 Ord Dec 29

STOCKDALE, JOB, Huddersfield, Boot Maker Huddersfield Pet Dec 22 Ord Dec 22

TIPPING, PATRICK, Bolton, Greengrocer Bolton Pet Dec 29 Ord Dec 29

WARTSKI, JOSEPH, Manchester, Jeweller Bangor Pet Dec 4 Ord Dec 30

WEST, FREDERICK GEORGE, Hove, Jute Merchant Brighton Pet Oct 31 Ord Dec 30

WILSON, GEORGE WILLIAM, Laisterdyke, Yorks, Confectioner Bradford Pet Dec 29 Ord Dec 29

Amended notice substituted for that published in the London Gazette of Dec. 22:

LEIGH, HARRY WILCOCK, Sale, Cheshire, Salesman Manchester Pet Dec 18 Ord Dec 18

London Gazette.—TUESDAY, Jan. 5.

RECEIVING ORDERS.

BOOTH, ROBERT HENRY, Stalybridge, Builder Ashton under Lyne Pet Dec 22 Ord Jan 1

DAVIDGE, JOHN WILLIAM, Ton Pentre, Glam Pontypridd Pet Jan 1 Ord Jan 1

EDMONDSON, CHRISTOPHER JOHN, Ripon, Yorks, Cattle Dealer Northallerton Pet Dec 31 Ord Dec 31

FLOYD, EDWARD CHARLES ROADS, Botley, Southampton, Market Gardener Southampton Pet Dec 31 Ord Dec 31

GLITHEROW, SAMUEL, Aberystwith, Licensed Victualler Aberystwith Pet Dec 31 Ord Dec 31

GODWIN, FREDERICK, Devizes, Provision Dealer Bath Pet Dec 31 Ord Dec 31

HANNAM, MESHACH, Kensington Brentford Pet Dec 30 Ord Dec 30

HAYS, GEORGE, Pilsley, Derbyshire, Collier Derby Pet Dec 31 Ord Dec 31

HEPWORTH, WILLIAM, Ossett, Yorks, Plumber Dewsbury Pet Jan 2 Ord Jan 2

HIMMENS, FREDERICK, Nutbourne, Sussex, Dealer Brighton Pet Jan 1 Ord Jan 1

HOWDLE, ALFRED, Howden, Yorks, Carter Kingston upon Hull Pet Jan 1 Ord Jan 1

INMAN, RICHARD, Brighton, Coachbuilder Brighton Pet Jan 2 Ord Jan 2

JOB, JOHN, Liverpool, Grocer Liverpool Pet Jan 1 Ord Jan 1

JOHNSON, WILLIAM, Wolverhampton, Butcher Wolverhampton Pet Jan 2 Ord Jan 2

LEWIS, DAVID, Cymmer, Glam, Grocer Neath Pet Dec 31 Ord Dec 31

LODER, FREDERICK, Birmingham, Cabinet Maker Birmingham Pet Dec 31 Ord Dec 31

MARSHALL, SAMUEL GEORGE, Stoke Damerell, Devon, Pensioner Plymouth Pet Jan 1 Ord Jan 1

NELSON, FREDERICK, Milnrow, Lancs, Flannel Manufacturer Rochdale Pet Dec 31 Ord Dec 31

RIDINGS, W R, Birmingham, Electrical Engineer Birmingham Pet Sept 18 Ord Jan 1

ROGERS, JOHN, Walsall, Grocer Walsall Pet Dec 11 Ord Dec 31

SANDON, ALFRED GEORGE, Merton, Builder Croydon Pet Dec 21 Ord Dec 31

SENET, WILLIAM, Aldershot, Ironmonger Guildford Pet Dec 16 Ord Jan 2

SLATOR, JOHN ROSSE, Buckingham, Wine Merchant High Court Pet Dec 30 Ord Dec 31

STANLEY, GEORGE ENOCH, Wolverhampton Wolverhampton Pet Jan 1 Ord Jan 2

STANNARD, WILLIAM FREDERICK, Wickham Market Chelmsford Pet Dec 30 Ord Dec 30

STEVENS, CHARLES LLEWELLYN, Hackney, Boot Maker High Court Pet Dec 31 Ord Dec 31

STOCKDALE, HORACE EDWARD, Cardiff, Boot Manufacturer Cardiff Pet Jan 1 Ord Jan 1

TAYLOR, JAMES GREENWOOD, Bingley, Yorks, Beer Dealer Bradford Pet Jan 2 Ord Jan 2

TAYLOR, WILLIAM JOHN, Brixton, Auctioneer High Court Pet Dec 9 Ord Dec 31

THOMPSON, CHARLES, Bishop Burton, Yorks, Farmer Kingston upon Hull Pet Dec 14 Ord Dec 31

THOMPSON, HENRY, Birmingham, Furniture Dealer Birmingham Pet Dec 31 Ord Dec 31

VAUTIER, FREDERIC GASTON ROBERT, Bournemouth, Wine Merchant Poole Pet Dec 30 Ord Dec 30

WEBSTER, WILLIAM, Ipswich, Butcher Ipswich Pet Dec 30 Ord Dec 30

WELLS, WILLIAM, Finsbury Park, Builder High Court Pet Dec 8 Ord Dec 31

WILLIAMSON, JOHN, Gt Wigborough, Essex, Farmer Colchester Pet Jan 1 Ord Jan 1

Amended notice substituted for that published in the London Gazette of Dec. 25:

SHARRAD, JOHN HENRY, 'Loughborough, Haberdasher Leicester Pet Dec 19 Ord Dec 19

FIRST MEETINGS.

ANSTEY, ROBERT, Bishopston, Glouca, Grocer Jan 13 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol

ASTBURY, JAMES WILLIAM, Putney, Clerk Jan 15 at 12.30 24, Railway app, London Bridge

BRAMHALL, HERBERT, Sheffield, Retail Butcher Jan 12 at 2.30 Off Rec, Figtree lane, Sheffield

BYRNE, FREDERICK, Wandsworth Jan 14 at 11.30 24, Railway app, London Bridge

COLLET, EDWARD FRANCIS, Worthing, Solicitor Jan 13 at 2.30 Melville Green's, Chapel rd, Worthing

DANGERFIELD, RICHARD JAMES, Swansea, Tobacconist Jan 12 at 2.15 Off Rec, 31, Alexandra rd, Swansea

GRIFFETT, JOHN, Gloucester, Coal Merchant Jan 16 at 12 Off Rec, Station rd, Gloucester

HARDY, HENRY, Leicester, Fancy Hosier Jan 12 at 12.30 Off Rec, 1, Berridge st, Leicester

HARFORD, JOSEPH WILLIAM, King's Norton, Worcs, Builder Jan 15 at 11 23, Colmore row, Birmingham

HARRINGTON, ALFRED, Farnham, Surrey, Carman Jan 14 at 12.30 24, Railway app, London Bridge

HOEFFLER, MARTIN, Notting Hill, Baker Jan 12 at 11 Bankruptcy bldgs, Carey st

HOMAN, ARTHUR RICHARD, Cheltenham, Draper Jan 11 at 3 County Court bldgs, Cheltenham

HOSEPOOL, JOEL, Millman st, Music Teacher Jan 12 at 12 Bankruptcy bldgs, Carey st

HUNTER, JOHN, Darlington, Plumber Jan 13 at 3 Off Rec, 8, Albert rd, Middlesborough

HUTCHINSON, JOB, Morley, Yorks, Coal Merchant Jan 12 at 3 Off Rec, Bank chmbrs, Batley

LACEY, ALBERT, Birmingham, Plater Jan 13 at 11 23, Colmore row, Birmingham

LYLE, JAMES, East Dulwich, Mining Engineer Jan 13 at 11 Bankruptcy bldgs, Carey st

NEALE, CHARLES THOMAS, Orston, Notts Jan 12 at 12 Off Rec, St Peter's Church walk, Nottingham

NOTT, JOHN GEORGE LATHAM PLEYDELL, Coventry st, Piccadilly Jan 12 at 12 Bankruptcy bldgs, Carey st

PERCIVAL, THOMAS, Appleton, Cheshire, Farmer Jan 29 at 10.45 Court House, Upper Bank st, Warrington

PROCTOR, JAMES, Burnley Jan 29 at 1 Exchange Hotel, Nicholas st, Burnley

RANDELL, ARTHUR, Farnborough, Ironmonger Jan 12 at 12.30 24, Railway app, London Bridge

REES, ROLAND, Canton, Cardiff, Decorator Jan 15 at 11 Off Rec, 29, Queen st, Cardiff

SCOTT, ALBERT HOWARD, Handsworth Jan 12 at 11 23, Colmore row, Birmingham

SCOVELL, GEORGE HENRY, Newport, I of W, Corn Merchant Jan 12 at 12 19, Quay st, Newport, I of W

SHORROCK, MOSES PETER, Fulham Jan 13 at 11 Bankruptcy bldgs, Carey st

SLATOR, JOHN ROSSE, Buckingham, Wine Merchant Jan 13 at 12 Bankruptcy bldgs, Carey st

SNELL, JOSEPH, Ipswich, Suffolk, Boot Dealer Jan 14 at 12.30 Off Rec, 36, Princes st, Ipswich

SOMERSET, HENRY EDWARD BEUDENELL, Stapelton, Glos Jan 18 at 3.30 Bankruptcy bldgs, Carey st

STEVENS, CHARLES LLEWELLYN, Hackney, Boot Maker Jan 14 at 2.30 Bankruptcy bldgs, Carey st

STEVENS, SIDNEY MACKENZIE, Bexhill, Engraver Jan 19 at 2.15 Young & Sons, Bank bldgs, Hastings

SWAIN, ROBERT, Hove, Baker Jan 13 at 12 Off Rec, 4, Pavilion bldgs, Brighton

TRAWFORD, JOHN, Bloxwich, Brushmaker Jan 14 at 11.30 Off Rec, Walsall

WATSON, JAMES HENRY, Dedham, Essex, Grocer Jan 12 at 3 221, Temple chmbrs, Temple avenue

WEBSTER, WILLIAM, Ipswich, Butcher Jan 14 at 11.30 Off Rec, 36, Princes st, Ipswich

WILLIAMS, HUBERT, Cwmcarne, Mon, Boot Merchant Jan 13 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon

WILLIAMS, JOHN VAUGHAN, Penarth, Shipowner Jan 14 at 12 Off Rec, 29, Queen st, Cardiff

WILLIS, WILLIAM ARTHUR, Aston juxta Birmingham, Grist Miller Jan 14 at 11 23, Colmore row, Birmingham

WILSON, GEORGE WILLIAM, Bradford, Confectioner Jan 15 at 11 Off Rec, 31, Manor row, Bradford

WOOD, ALBERT GEORGE, Fishponds, Glos, Baker Jan 13 at 12 Off Rec, Bank chmbrs, Corn st, Bristol

ADJUDICATIONS.

BARNES, JOHN WICKHAM, Bolt ct, Fleet st, Surgeon High Court Pet June 19 Ord Jan 2

BOOTH, ROBERT HENRY, Stalybridge Ashton under Lyne Pet Dec 22 Ord Jan 1

BULL, HARRY, Banbury, Oxfordshire, Coachbuilder Banbury Pet Nov 30 Ord Dec 22

DAVIDGE, JOHN WILLIAM, Ton Pentre, Glam Pontypridd Pet Jan 1 Ord Jan 1

EAGLES, CHARLES, Bedford, Baker Bedford Pet Oct 12 Ord Jan 1

EDMONDSON, CHRISTOPHER JOHN, Sharrow, Ripon, Yorks, Cattle Dealer Northallerton Pet Dec 31 Ord Dec 31

FLOYD, EDWARD CHARLES ROADS, Southampton, Market Gardener Southampton Pet Dec 31 Ord Dec 31

GLOVER, WILLIAM, HERBERT, Southport, Stockbroker Liverpool Pet Oct 22 Ord Dec 31

GODWIN, FREDERICK, Devizes, Provision Dealer Bath Pet Dec 31 Ord Dec 31

HANNAM, MESHACH, Kensington Brentford Pet Dec 30 Ord Jan 1

HARRINGTON, ALFRED, Farnham, Surrey, Carman Guildford Pet Dec 21 Ord Dec 31

HAYS, GEORGE, Pilsley, Derbys, Collier Derby Pet Dec 30 Ord Dec 31

HEPWORTH, WILLIAM, Ossett, Yorks, Plumber Dewsbury Pet Jan 2 Ord Jan 2

HIMMENS, FREDERICK, Nutbourne, Sussex, Dealer Brighton Pet Dec 30 Ord Jan 1

HOWDLE, ALFRED, Howden, Yorks, Carrer Kingston upon Hull Pet Jan 1 Ord Jan 1

INMAN, RICHARD, Brighton, Coachbuilder Brighton Pet Jan 1 Ord Jan 2

JOB, JOHN, Liverpool, Grocer Liverpool Pet Jan 1 Ord Jan 1

JOHNSON, WILLIAM, Wolverhampton, Butcher Wolverhampton Pet Jan 2 Ord Jan 2

LEWIS, DAVID, Cymmer, Glam, Grocer Neath Pet Dec 31 Ord Dec 31

LODER, FREDERICK, Birmingham, Cabinet Maker Birmingham Pet Dec 31 Ord Dec 31

MARSHALL, SAMUEL GEORGE, Stoke Damerell, Devon, Carpenter Plymouth Pet Dec 31 Ord Jan 1

NOTT, JOHN GEORGE LATHAM PLEYDELL, Coventry st, Piccadilly High Court Pet Dec 3 Ord Jan 1

RANDELL, ARTHUR, Farnborough, Ironmonger Guildford Pet Dec 17 Ord Dec 23

SCOVELL, GEORGE HENRY, Newport, I W, Corn Merchant Newport and Ryde Pet Dec 23 Ord Dec 31

SHORROCK, MOSES PETER, Fulham High Court Pet Oct 15 Ord Dec 31

SLATER, JOHN CLEMENT, Longton, Staffs, Leather Dealer Stoke upon Trent Pet Nov 18 Ord Dec 30

SLATOR, JOHN ROSSE, Buckingham, Wine Merchant High Court Pet Dec 30 Ord Dec 31

SNELL, JOSEPH, Ipswich, Boot Dealer Ipswich Pet Dec 11 Ord Dec 31

STANLEY, GEORGE ENOCH, Wolverhampton Wolverhampton Pet Jan 1 Ord Jan 2

STANNARD, WILLIAM FREDERICK, Wickham Market Chelmsford Pet Dec 30 Ord Dec 30

TAYLOR, JAMES GREENWOOD, Bingley, Yorks, Beer Dealer Bradford Pet Jan 1 Ord Jan 2

WEBSTER, WILLIAM, Ipswich, Butcher Ipswich Pet Dec 30 Ord Dec 30

WILLIAMSON, JOHN, Gt Wigborough, Essex, Farmer Colchester Pet Jan 1 Ord Jan 1

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